

COUNTY OF MILWAUKEE**INTER-OFFICE COMMUNICATION**

DATE: May 19, 2014

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors
Michael Mayo, Sr, Chairman Transportation, Public Works and Transit
Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Approval of Milwaukee Transport Services, Inc. Executive Personnel

POLICY

Approval of Executive Personnel replacement is required under the Milwaukee Transport Services, Inc. contract.

BACKGROUND

Mr. Mike Giugno, Managing Director of Milwaukee Transport Services, Inc. (MTS) announced his retirement effective June 1, 2014. Per the terms of the Management Contract with MTS, the successor to the current Managing Director is subject to approval by Milwaukee County. Mr. Dan Boehm, Chief Administration Officer of MTS has been recommended as the successor to Mr. Mike Giugno as the Managing Director.

Mr. Boehm has been with MTS for 17 years. He has progressively advanced through MTS serving most recently as the Chief Administration Officer. Prior to his current role, he has served as Manager of Research and Planning and Contract Manager of Paratransit. Mr. Boehm has a comprehensive understanding of transit operations.

RECOMMENDATION

The Director of Transportation recommends that Mr. Dan Boehm be approved as Managing Director of Milwaukee Transport Services, Inc.

Approved by:

Brian Dranzik, Director
Department of Transportation

Cc: Chris Abele, Milwaukee County Executive
Raisa Koltun, Interim Chief of Staff, Milwaukee County Executive Chris Abele
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Josh Fudge, Fiscal and Budget Administrator, DAS

Employment Experience

Chief Administrative Officer & DBE Officer, Milwaukee Transport Services (MTS), Operator of the Milwaukee County Transit System (MCTS)

- Report to the Managing Director of the Milwaukee County Transit System.
- Manage Administrative Departments including Human Resources, Information Technology, Materials Management, Paratransit and Risk Management.
- Project Lead on technical projects of significance to the entire organization including Advanced Fare Collection System Project and Bus Rapid Transit System Proposal.
- Cooperate with Milwaukee County's Community Business Development Partners Office to create a level playing field on which DBEs can compete for contracting opportunities, and report DBE utilization information semi-annually as required by the Federal Transit Administration.
- Participate in labor negotiations, proposing strategies and providing cost analyses of proposals.
- Reply to public records requests (as custodian of public records for MCTS) promptly, professionally and in accordance with Wisconsin Public Records Law.
- Serve as on-site coordinator for Federal Transit Administration Triennial Reviews.

Seventeen years of progressively responsible management experience in public transportation with a demonstrated ability to understand numbers and statistics, and analyze trends, compile peer review information, formulate professional opinions as well as make policy recommendations on matters related to public transportation administration and operations. Previous positions in transit include: Executive Assistant (3/06 to 1/07); Manager of Research & Planning (12/01 to 3/06); Contract Manager in Paratransit Department (7/99 to 12/01); and Transit Planner (7/97 to 7/99).

Major Accomplishments

- Oversaw organizational transition from a fully-insured healthcare plan for employees and retirees to self-insured healthcare under Milwaukee County's negotiated plan resulting in **first-year cost savings of \$4.0 million** in employee healthcare costs and Other Post Employment Benefit (OPEB) medical expenses (2012).
- Oversaw changes in Workers Compensation management approach and personnel that directly **reduced costs by more than \$2.0 million annually** while also controlling overtime costs (2010).
- Developed and wrote a comprehensive Very Small Starts Application for a Bus Rapid Transit (BRT) project under the New Starts program (2009). Also, directly wrote or advised on the application of **tens of millions of dollars in discretionary (competitive) federal and state transportation improvement grants** under programs such as: Congestion Mitigation and Air Quality Improvement (CMAQ), New Freedom, and Job Access and Reverse Commute.
- Established MCTS New Freedom Program in partnership with the Milwaukee County Office for Persons with Disabilities to enable greater mobility for persons with disabilities in the community, while increasing wheel-chair use of fixed route transit buses and **reducing paratransit program trips and related costs by an estimated \$1.0 million annually** (2008).
- Championed introduction of a paratransit agency fare to be paid by organizations with Federal Medicaid funding for transportation purposes in an effort to decrease overall costs to Milwaukee County while still providing for ADA required transportation services, the result of which was **an increase in paratransit revenues of over \$3.0 million annually** followed by decreased paratransit demand, which generated program surpluses in subsequent years. (2007).

Daniel A. Boehm, PE

Project Assistant, University of Wisconsin (UW) – Madison, Dept. of Urban Planning, and Pollution Prevention Intern, UW – Extension, Madison, WI

- Researched and quantified changes in land use, land value and property investment while proposing a methodology for evaluating the impact of a highway widening project on a historic district in the City of Whitewater (8/96 to 12/97). Wrote pollution prevention fact sheets and manuals for outreach to businesses and made presentations to trade association group members (6/95 to 8/96).

Environmental Consultant, Blue Green Technologies – Chicago, IL

- Provided environmental compliance services in solid and hazardous waste management. Conducted compliance audits and served as Co-project Manager for a computer-based compliance management database system (7/92 to 6/95).

Senior Environmental Auditor, Waste Management, Inc. – Oak Brook, IL

- Conducted environmental compliance audits of company-owned facilities to reduce corporate liability by identifying compliance short-falls, and ensuring appropriate preventive and corrective actions were taken. Evaluated whether daily operations, maintenance activities, and construction and monitoring methodologies conformed to regulations, permits, licenses, contracts, and construction plans (1/89 to 6/92).

Education and License

University of Wisconsin - Madison

- Master of Science (M.S.) in Urban & Regional Planning (1996).
- Bachelor of Science (B.S.) in Civil & Environmental Engineering (1988).

Professional Engineer

- Registered as a Professional Engineer in the State of Wisconsin: License No. 29382-6.

Activities and Interests

- Pedestrian & Bicycle Safety Committee, Shorewood, Wisconsin (2010 to present). Re-appointed to Committee in May 2013 serving until 2016. Serving as Committee Co-Chair since 2012.
- Flour Power Volunteer: pickup donated day-old baked goods from City Market Bakery & Café (Shorewood, Wisconsin) and deliver to Milwaukee Rescue Mission monthly.
- Shorewood Connects Spring and Fall yard cleanup volunteer helping older adults in need of assistance under the Connecting Caring Communities neighborhood partnership projects.
- Member of Badgerland Striders (Road Runners Club of America) and marathon runner.
- Member of Bicycle Federation of Wisconsin and year-round bicycle commuter.

1 (Item)From the Director, Department of Transportation requesting approval of
2 Executive Personnel change for Milwaukee Transport Services, Inc. (MTS), by
3 recommending adoption of the following:
4

5
6 **A RESOLUTION**
7

8
9 WHEREAS, Mr. Mike Giugno announced his retirement effective June 1, 2013;
10 and
11

12 WHEREAS, by contract, approval of a successor to the Managing Director
13 position is subject to approval by Milwaukee County; and
14

15 WHEREAS, MTS, Inc. has recommended that Mr. Dan Boehm will replace Mr.
16 Giugno as the Managing Director of MTS, Inc; and
17

18 WHEREAS, Mr. Boehm is currently the Chief Administration Officer at MTS; and
19

20 WHEREAS, Mr. Boehm has been with MTS for 17 years serving in various roles
21 including Chief Administration Officer, Manager of Research and Planning and Contract
22 Manager of Paratransit, and has worked on numerous projects including the farebox
23 replacement project ; now, therefore,
24

25 BE IT RESOLVED, that Mr. Dan Boehm be approved as Managing Director of
26 Milwaukee Transport Services, Inc.
27
28
29

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/19/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Approval of Mr. Dan Boehm to the position of Managing Director of Milwaukee Transport Services, Inc.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	
	Revenue	\$0	
	Net Cost	\$0	
Capital Improvement Budget	Expenditure	\$0	
	Revenue	\$0	
	Net Cost	\$0	

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution approves Mr. Dan Boehm as the Managing Director of Milwaukee Transport Services, Inc. The resolution is a change in personnel that is currently budgeted for. There is no fiscal impact to this resolution

Department/Prepared By Brian Dranzik, Director of Transportation

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: May 16, 2014

TO: Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Taxicab Dispatch Service

POLICY

This report is for informational purposes only.

BACKGROUND

The Milwaukee County Transit System (MCTS) was directed to provide a report on the projected cost of implementing an in-house taxicab dispatch service that would be available to all permitted taxicabs in Milwaukee County.

MCTS provides local and express motor bus transit services and oversees paratransit van and taxi services in Milwaukee County.

MCTS' experience with taxi operations is limited to the administration of the paratransit program, clients of which can choose to schedule a same-day ride by calling a taxi affiliated with American United Taxi Company (American United). The current contract with American United has been extended through May 31, 2015, to provide for an opportunity to re-bid the contract using an RFP later this year.

A taxi dispatch service of adequate size for all permitted taxicabs in Milwaukee County would need to be of a similar size to the service offered by American United, which is currently the largest taxi dispatch service provider in the County. MCTS budgeted for 74,600 taxi rides in 2014, at an annual cost of approximately \$1 million, including a total fee of about \$448,000 for management/dispatch/administration related costs.

The management fee covers staffing costs for two telephone operators on a 24/7 basis to handle all Transit Plus client calls, as well as staffing costs for one full time and three part time persons to process Transit Plus-related charges, create invoices and audit fares.¹

¹ Milwaukee County Audit Service Division report titled: *Milwaukee County Transit Plus On-Time Performance and Customer Satisfaction Generally are Good, But Better Oversight of Vendor Complaint Resolution Efforts is Needed (December 2013)*, page 42.

MCTS would need several new positions to provide for a new dispatch service:

- ❖ Personnel (24 hour /7-day per week operation) – 14 employees
 - 3 – Operations Supervisors
 - 6 – Reservationists
 - 3 – Office Clerks
 - 1 – Customer Service Liaison
 - 1 – Taxi Driver Hirer/Trainer

Personnel Costs for 14 employees at the living wages paid by MCTS is approximately \$1.1 million per year. In addition to staffing costs, a large dispatch operation would also require start-up costs, as it reaches out to both taxi drivers, and the public. Capital and equipment costs associated with a large dispatch operation would also have to be fully explored. Although few actual costs have been identified, categories of costs have been described below.

- ❖ Start-up Costs – public outreach to taxi drivers would include:
 - Marketing/Promotions;
 - Legal fees,
 - Background checks, and drug/alcohol testing, and
 - Review of licenses, insurance, and equipment inspection reports.
- ❖ Capital and Equipment Resources
 - Building and parking facilities to serve the ingress/egress of 400 taxi cabs and drivers: 24 hours per day, 7-days per week;
 - Telephone systems and Information Technology systems that are compatible with taxi industry software – providing for on-line and telephone reservations;
 - Dispatch communications equipment to serve 400 taxi cabs, but expandable to more;
 - Office equipment (computers, copiers, file cabinets, etc.) and software for recordkeeping and reporting:
 - accounts receivable and accounts payable activities; and
 - 1099 tax form preparation software module for 400 independent contractors.

To competently pursue the current track of developing a taxicab dispatch service that would be available to all permitted taxicabs in Milwaukee County it would be necessary to seek a thorough business plan from a taxi industry expert or consultant. There are currently no funds budgeted for a professional service of this nature. Once the decision is made to move ahead, it will take about 2 years to develop a new dispatch operation available to all permitted taxicabs.

- ❖ Schedule (estimated time frame 27 months)
 - Use RFP process to hire a consultant – 4 months
 - Obtain a business plan for a taxi dispatch operation – 6 months
 - Review of Business Plan with Elected officials to obtain approval to proceed – 2 months
 - Use RFP process to procure Hardware/Software for dispatch – 6 months
 - Installation and implementation of Hardware/Software – 6 months
 - Initiate new taxi dispatch operation – 3 months

In addition to trying to account for the full costs of developing a new taxicab dispatch operation, the rapidly changing taxicab regulatory environment also needs to be taken into consideration. Earlier this year, a lottery for 100 new taxicab permits was held, which represents a roughly 30% increase in the number of available taxicab licenses in Milwaukee. More recently, an Alderman in the City of Milwaukee introduced an ordinance to the City's Public Transportation Review Board that eliminates all 'caps' on the numbers of taxicab vehicle permits that may be issued, among other regulatory revisions.

To a great extent, this second round of regulatory changes is in response to for-profit companies like Uber and Lyft bringing online services to Milwaukee County that match ride requests from the public with available drivers who use licensed limousines, but can also provide the service using personal automobiles. The business models of both companies have been used successfully in other cities and are expanding to new markets including Milwaukee. The primary concern for users of these new systems, and the municipalities that are attempting to regulate them, is the safety of passengers.

Finally, changes within the market made possible by the introduction of new on-line ride-match services, along with a changing taxicab regulatory environment suggests that further review of the paratransit metered taxicab services specification will be necessary prior to re-issuing an RFP for such services sometime in November 2014.

RECOMMENDATION

This report is for information purposes only.

Prepared by: Dan Boehm, Interim-Managing Director, MCTS

Approved by:

Brian Dranzik
Director, Department of Transportation

cc: Chris Abele, Milwaukee County Executive
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Raisa Koltun, Interim--Chief of Staff, Milwaukee County Executive
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Fiscal and Budget Administrator, Department of Administrative Services
Anthony Geiger, Fiscal and Budget Analyst, Department of Administrative Services

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: May 15, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **BUILDING LEASE AGREEMENT AND BUILDING LEASE TERMINATION
BETWEEN MILWAUKEE COUNTY AND TAX AIRFREIGHT, INC.**

POLICY

County Board approval is required for Milwaukee County to enter into a building lease agreement and building lease termination with Tax Airfreight, Inc. for office space at Milwaukee County's MKE Regional Business Park at General Mitchell International Airport (GMIA).

BACKGROUND

Tax AirFreight, Inc. whose headquarters is on South Howell Avenue employs over 200 people. This locally owned business assists companies with the coordination of overseas air shipping. They began the Flyer Logistics Solutions division, as a wholly owned subsidiary, to diversify their services by coordinating business to business shipping throughout the United States.

Since December 1, 2012, Flyer Logistics Solutions has occupied 2,712 square feet of office space at 6083 South Jasper Avenue at Milwaukee County's MKE Regional Business Park. Originally they expected to accommodate up to twelve (12) employees with plans to grow the division. As a result of rapid growth and the hiring of additional employees, Tax AirFreight, Inc. has selected a 6,750 square foot building located at 418 East Goldleaf Avenue as suitable lease space to comfortably accommodate their existing staff and have even more room for future expansion.

Upon lease execution, Tax AirFreight, Inc. will terminate their current lease agreement for the 2,712 square feet of office space they currently occupy at 6083 South Jasper Avenue. This agreement commenced on December 1, 2012 and ends on November 30, 2015 and has an annual rent of \$18,984.00. Subsequently, upon lease execution, net rent revenue will increase \$31,641.00 annually for the property located at 418 East Goldleaf Avenue.

RECOMMENDATION

Airport staff recommends that Milwaukee County enter into a lease agreement with Tax AirFreight, Inc., effective July 1, 2014, for the lease of approximately 6,750 square feet of office space at Milwaukee County's MKE Regional Business Park, under standard terms and conditions for County-owned land and building space, inclusive of the following:

1. The term of the triple net lease agreement shall be for three (3) years, effective July 1, 2014, and ending June 30, 2017, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment, or any other material identified will be inventoried in the building and made available to Tax AirFreight, Inc. at no charge, to be returned at the

conclusion of the lease.

3. Rental for the 6,750 square feet of space in the building will be established at: \$7.50/sq. ft. for an total of \$50,625.00 for the first year of the lease. This rental rate was developed by comparison of appraisal information for similar office space at Milwaukee County's MKE Regional Business Park. An option to extend the lease term for an additional two years shall be at the fair market value lease rate, to be reappraised for the option period.
4. Upon lease execution Tax AirFreight, Inc. will terminate their current lease agreement for the 2,712 square feet of office space they currently occupy at 6083 South Jasper Avenue. This agreement commenced on December 1, 2012 and ends on November 30, 2015 and has an annual rent of \$18,984.00. Subsequently, upon lease execution, net rent revenue will increase \$31,641.00 annually for the property located at 418 East Goldleaf Avenue.
5. The lease agreement shall contain the current standard insurance and environmental language for similar agreements. Under these terms of this triple net lease agreement, Tax AirFreight, Inc. will be responsible for the cost of insurance, utilities and common area maintenance charges.

FISCAL NOTE

Annual rental revenues will be \$50,625.00 after the first year of the agreement. There is no tax levy impact.

Prepared by: Ted J. Torcivia, Airport Business Manager

Approved by:

Brian Dranzik, Director
Department of Transportation

Terry Blue
Interim Airport Director

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

(ITEM) From the Director, of Department of Transportation, requesting that Milwaukee County enter into a building lease agreement and building lease termination with Tax AirFreight, Inc. at Milwaukee County’s MKE Regional Business Park at General Mitchell International Airport (GMIA) by recommending adoption of the following.

RESOLUTION

WHEREAS, Tax AirFreight, Inc. whose headquarters is on South Howell Avenue employs over 200 people, this locally owned business assists companies with the coordination of overseas air shipping. They began the Flyer Logistics Solutions division, as a wholly owned subsidiary, to diversify their services by coordinating business to business shipping throughout the United States; and

WHEREAS, Since December 1, 2012 Flyer Logistics Solutions has occupied 2,712 square feet of office space at 6083 South Jasper Avenue at Milwaukee County’s MKE Regional Business Park originally they expected to accommodate up to twelve (12) employees with plans to grow the division, as a result of rapid growth and the hiring of additional employees, Tax AirFreight, Inc. has selected a 6,750 square foot building located at 418 East Goldleaf Avenue as suitable lease space to comfortably accommodate their existing staff and have even more room for future expansion; and

WHEREAS, Upon lease execution Tax AirFreight, Inc. will terminate their current lease agreement for the 2,712 square feet of office space they currently occupy at 6083 South Jasper Avenue this agreement commenced on December 1, 2012 and ends on November 30, 2015 and has an annual rent of \$18,984.00 and subsequently, upon lease execution, net rent revenue will increase \$31,641.00 annually for the property located at 418 East Goldleaf Avenue; now, therefore

BE IT RESOLVED, that the Director, of Department of Transportation, and the Airport Director are hereby authorized to enter into a lease agreement with Tax AirFreight, Inc., effective July 1, 2014, for the lease of approximately 6,750 square feet of office space at Milwaukee County’s MKE Regional Business Park, under standard terms and conditions for County-owned land and building space, inclusive of the following:

1. The term of the triple net lease agreement shall be for three (3) years, effective July 1, 2014, and ending June 30, 2017, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment, or any other material identified will be inventoried in the building and made available to Tax AirFreight, Inc. at no charge, to be returned at the conclusion of the lease.

- 47 3. Rental for the approximately 6,750 square feet of space in the building will be
48 established at: \$7.50/sq. ft. for an approximate total of \$50,625.00 for the first year of
49 the lease. This rental rate was developed by comparison of appraisal information for
50 similar office space at Milwaukee County's MKE Regional Business Park and, an
51 option to extend the lease term for an additional two years shall be at the fair market
52 value lease rate, to be reappraised for the option period
53
- 54 4. Upon lease execution Tax AirFreight, Inc. will terminate their current lease
55 agreement for the 2,712 square feet of office space they currently occupy at 6083
56 South Jasper Avenue. This agreement commenced on December 1, 2012 and ends
57 on November 30, 2015 and has an annual rent of \$18,984.00. Subsequently, upon
58 lease execution, net rent revenue will increase \$31,641.00 annually for the property
59 located at 418 East Goldleaf Avenue
60
- 61 5. The lease agreement shall contain the current standard insurance and
62 environmental language for similar agreements. Under these terms of this triple net
63 lease agreement, Tax AirFreight, Inc. will be responsible for the cost of insurance,
64 utilities and common area maintenance charges.
65
66
67
68
69
70

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/15/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT: BUILDING LEASE AGREEMENT AND BUILDING LEASE TERMINATION
BETWEEN MILWAUKEE COUNTY AND TAX AIRFREIGHT, INC.**

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	15,821	31,641
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Annual rental activities will be \$50,625.00 after the first year of the agreement. There is no tax levy impact

Department/Prepared By Ted J. Torcivia, Airport Business Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: May 14, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **NEW AGREEMENT WITH NEW ZOOM, INC. DBA ZOOMSYSTEMS AT GENERAL MITCHELL INTERNATIONAL AIRPORT**

POLICY

County Board approval is required to enter into concession agreements at General Mitchell International Airport (GMIA).

BACKGROUND

Proposals were solicited under Official Notice No. 6913 for the placement of automated retail vending equipment and convenience item vending equipment in the GMIA terminal building. The Automated Retail solicitation offered one location on Concourse C and one location on Concourse D and requested vending-type machines that dispense merchandise inclusive of cameras, portable sound speakers, telephones, tablets, cosmetic products, accessories, etc., through the use of cash or credit cards. The Convenience Item solicitation offered multiple locations throughout the Airport for small vending-type machines that would dispense personal care products inclusive of baby care products and pharmacy over the counter products such as aspirin, cold/sinus medications, tissues, bandaids, salves, etc., through the use of cash or credit cards.

One (1) responsive proposal was received from New Zoom, Inc. dba ZoomSystems (ZoomSystems) for the Automated Retail offering. One proposal received in response to the Convenience Item solicitation was determined to be nonresponsive since it proposed to install two Automated Teller Machines (ATMs), and was, therefore, outside the scope of Official Notice No. 6913.

ZoomSystems is proposing to maintain a Best Buy electronics vending machine on Concourse D and a Benefit cosmetics vending machine on Concourse C.

The Community Business Development Partners staff reviewed Official Notice No. 6913 and established a goal of 0% for this concession, since no Disadvantaged Business Enterprises offer these types of vending services.

RECOMMENDATIONS

Airport staff recommends that Milwaukee County accept the proposal from ZoomSystems submitted under Official Notice No. 6913 and enter into an agreement inclusive of the following terms and conditions:

1. The agreement will be for a term of five (5) years, commencing August 1, 2014,

and ending July 31, 2019.

2. ZoomSystems shall pay to the County 7% of gross receipts derived from electronic products, and 10% of gross receipts derived from non-electronic products.
3. ZoomSystems shall maintain appropriate insurances as determined by the County's Risk Manager.

FISCAL NOTE

Airport concessions revenue is anticipated to increase \$2,000 in 2014 due to the addition of one vending machine for a 5 month period. One vending machine is currently installed, operating on a month-to-month basis, and generating approximately \$5,000 in annual revenue. Subsequent annual revenue is anticipated to be approximately, \$10,000 or \$5,000 from each machine.

Prepared by: Kathy Nelson, Airport Properties Manager

Approved by:

Brian Dranzik, Director,
Department of Transportation

Terry Blue
Interim Airport Director

(ITEM) From the Director, Department of Transportation, requesting authorization to enter into a new agreement with New Zoom, Inc. dba ZoomSystems at General Mitchell International Airport (GMIA) by recommending the adoption of the following.

A RESOLUTION

WHEREAS, proposals were solicited for under Official Notice No. 6913 for the placement of automated retail vending equipment and convenience item vending equipment in the GMIA terminal building; and

WHEREAS, one (1) responsive proposal was received from New Zoom, Inc. dba ZoomSystems for the automated retail vending offering, and no responsive proposals were received for the convenience item vending offering; and

WHEREAS, Airport Staff recommends that Milwaukee County accept the proposal from Zoom Systems submitted under Official Notice No. 6913, now, therefore,

BE IT RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized to enter into a new concession agreement with New Zoom, Inc. dba ZoomSystems inclusive of the following terms and conditions:

1. The agreement will be for a term of five (5) years, commencing August 1, 2014, and ending July 31, 2019.
2. ZoomSystems shall pay to the County 7% of gross receipts derived from electronic products, and 10% of gross receipts derived from non-electronic products.
3. ZoomSystems shall maintain appropriate insurances as determined by the County's Risk Manager.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/14/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT: NEW AGREEMENT WITH NEW ZOOM, INC. DBA ZOOMSYSTEMS AT
GENERAL MITCHELL INTERNATIONAL AIRPORT**

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	2,000	5,000
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Airport concessions revenue is anticipated to increase \$2,000 in 2014 due to the addition of one vending machine for a 5 month period. One vending machine is currently installed, operating on a month-to-month basis, and generating approximately \$5,000 in annual revenue. Subsequent annual revenue is anticipated to be approximately, \$10,000 or \$5,000 from each machine.

Department/Prepared By Kathy Nelson, Airport Properties Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: May 14, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **REVISION TO THE MINIMUM STANDARDS FOR COMMERCIAL
AERONAUTICAL ACTIVITIES ON MILWAUKEE COUNTY AIRPORTS IN ORDER
TO REMOVE INSURANCE AMOUNTS**

POLICY

Milwaukee County Ordinance 4.07 requires County Board approval for revisions to the Minimum Standards for Commercial Aeronautical Activities on Milwaukee County Airports.

BACKGROUND

FAA Regulations strongly recommend that airports develop and maintain a listing of minimum standards in order to promote safety in all airport activities, maintain a higher quality of service for airport users, protect airport users from unlicensed and unauthorized products and services, enhance the availability of adequate services for all airport users, and promote the orderly development of airport land. Milwaukee County adopted its first Schedule of Minimum Standards for Commercial Aeronautical Activities on Milwaukee County's Airports ("Minimum Standards") in 1966. Revisions were adopted in October 2003, March 2010, and April 2013. Milwaukee County's Minimum Standards address specific aeronautical activities including line services, airframe and engine maintenance and repair and/or modification, specialized aircraft repair services, aircraft sales (new and/or used), flight training, aircraft charter and air taxi, aircraft rental and lease, special commercial flying services, T-hangar storage, commercial fractional aircraft management services, and aircraft management services operations.

From time to time it becomes necessary to clarify the requirements of certain minimum standards. Such an instance has arisen regarding the listing of insurance requirements pertaining to the various sections contained in the Minimum Standards. The minimum amounts listed in the Minimum Standards are far below the current amounts required by the County's Risk Management Director. These differences between the minimum amounts required under the standards and the defined amounts required by the County's Risk Management Director cause confusion among airport tenants and commercial operators. Accordingly, Airport staff proposes to delete the minimum amounts of insurance from the respective insurance tables listed in each section of the Minimum Standards and to instead identify the insurance required by the County's Risk Management Director in the applicable operating permit or lease agreement. Airport staff believes that this change will allow prospective operators to better understand the proper amounts of insurance at the time of their applications. The revisions to each respective section are as follows:

Section A.2.(h) Line Services

Existing Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage,
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$500,000 each accident
- (2) Hangar Keepers Liability:
\$500,000 each accident
- (3) Products Liability:
\$300,000 each accident
- (4) Motor Vehicle Liability:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$100,000 each accident

Revised Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage,
- (2) Hangar Keepers Liability:
- (3) Products Liability:
- (4) Motor Vehicle Liability:

Section B.2.(c) Airframe and Engine and Repair and/or Modification

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Passenger Liability
\$100,000 each passenger, each accident
Property Damage
\$300,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident
- (3) Hangar Keepers Liability:
\$100,000 each accident
- (4) Products Liability:
\$300,000 each accident
- (5) Motor Vehicle Liability:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person

Property Damage
\$100,000 each accident

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
- (3) Hangar Keepers Liability:
- (4) Products Liability:
- (5) Motor Vehicle Liability:

Section C.2.(c) Specialized Aircraft Repair Services

Existing Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident
- (2) Hangar Keepers Liability: *
\$100,000 each accident
- (3) Products Liability:
\$300,000 each accident
- (4) Motor Vehicle Liability;
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$100,000 each accident

Revised Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage:
- (2) Hangar Keepers Liability:
- (3) Products Liability:
- (4) Motor Vehicle Liability;

Section D.2.(c) Aircraft Sales (New and/or Used)

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Passenger Liability
\$100,000 each passenger, each accident
Property Damage
\$300,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident

- (3) Hangar Keepers Liability:
\$100,000 each accident
- (4) Products Liability: *
\$300,000 each accident

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
- (3) Hangar Keepers Liability:
- (4) Products Liability: *

Section E.2.(c) Flight Training

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident
- (3) Student and Renters' Liability:
\$100,000 each accident

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
- (3) Student and Renters' Liability:

Section F.2.(c) Aircraft Charter and Air Taxi

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability;
Bodily Injury
\$1,000,000 per occurrence
Passenger Liability
\$1,000,000 each passenger, each accident
Property Damage
\$1,000,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury
\$1,000,000 each person
Property Damage
\$1,000,000 each accident
- (3) Motor Vehicle Liability:
\$1,000,000 CSL

- (4) Workers Compensation and Disability coverage as required by law

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability;
- (2) Comprehensive Public Liability and Comprehensive Property Damage;
- (3) Motor Vehicle Liability;
- (4) Workers Compensation and Disability coverage as required by law

Section G.2.(d) Aircraft Rental and Lease

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
 - Bodily Injury (Each Accident)
 - \$100,000 each person
 - \$300,000 for more than one person
 - Passenger Liability
 - \$100,000 each passenger, each accident
 - Property Damage
 - \$300,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
 - Bodily Injury (Each Accident)
 - \$100,000 each person
 - \$300,000 for more than one person
 - Property Damage
 - \$300,000 each accident
- (3) Student and Renters' Liability:
 - (When applicable)
 - \$100,000 each accident

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability;
- (2) Comprehensive Public Liability and Comprehensive Property Damage;
- (3) Student and Renters' Liability;

Section H.2.(b) Specialized Commercial Flying Services

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
 - Bodily Injury (Each Accident)
 - \$100,000 each person
 - \$300,000 for more than one person
 - Passenger Liability
 - \$100,000 each passenger, each accident
 - Property Damage
 - \$300,000 each accident
- (2) Comprehensive Public Liability and Comprehensive Property Damage:
 - Bodily Injury (Each Accident)
 - \$100,000 each person
 - \$300,000 for more than one person
 - Property Damage
 - \$300,000 each accident
- (3) Products Liability*
 - \$300,000 each accident

*When applicable

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
 - (2) Comprehensive Public Liability and Comprehensive Property Damage:
 - (3) Products Liability*
- *When applicable

Section I.2.(d) T-Hangar Storage

Existing Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage:
Bodily Injury (Each Accident)
\$100,000 each person
\$300,000 for more than one person
Property Damage
\$300,000 each accident
- (2) Hangar Keepers Liability: *
\$100,000 each accident

* Required only if applicable

Revised Insurance Minimum Requirement:

- (1) Comprehensive Public Liability and Comprehensive Property Damage:
 - (2) Hangar Keepers Liability: *
- * Required only if applicable

Section J.2.(c) Commercial Fractional Aircraft Management Services

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
Bodily Injury
\$1,000,000 per occurrence
Passenger Liability
\$1,000,000 each passenger, each accident
Property Damage
\$1,000,000 each accident
- (2) Commercial General Liability and Property Damage:
Bodily Injury
\$1,000,000 each occurrence
Property Damage
\$1,000,000 each accident
- (3) Motor Vehicle Liability:
\$1,000,000 CSL
- (4) Workers Compensation and Disability coverage as required by law

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
- (2) Commercial General Liability and Property Damage:
- (3) Motor Vehicle Liability:
- (4) Workers Compensation and Disability coverage as required by law

Section K.2.(c) Aircraft Management Services Operator

Existing Insurance Minimum Requirement:

- (1) Aircraft Liability:
Bodily Injury
\$1,000,000 per occurrence
Passenger Liability
\$1,000,000 each passenger, each accident
Property Damage
\$1,000,000 each accident
- (2) Commercial General Liability and Property Damage:
Bodily Injury
\$1,000,000 each occurrence
Property Damage
\$1,000,000 each accident
- (3) Motor Vehicle Liability:
\$1,000,000 CSL
- (4) Workers Compensation and Disability coverage as required by law

Revised Insurance Minimum Requirement:

- (1) Aircraft Liability:
- (2) Commercial General Liability and Property Damage:
- (3) Motor Vehicle Liability:
- (4) Workers Compensation and Disability coverage as required by law

RECOMMENDATION

In order to effectuate the revisions to the Minimum Standards, Airport staff recommends that Milwaukee County amend the insurance paragraphs of the Minimum Standards by removing the listed insurance amounts within each of the following sections of the Minimum Standards:

Section A.2.(h)	Line Services
Section B.2.(c)	Airframe and Engine and Repair and/or Modification
Section C.2.(c)	Specialized Aircraft Repair Services
Section D.2.(c)	Aircraft Sales (New and/or Used)
Section E.2.(c)	Flight Training
Section F.2.(c)	Aircraft Charter and Air Taxi
Section G.2.(d)	Aircraft Rental and Lease
Section H.2.(b)	Specialized Commercial Flying Services
Section I.2.(d)	T-Hangar Storage
Section J.2.(c)	Commercial Fractional Aircraft Management Services
Section K.2.(c)	Aircraft Management Services Operator

In order to avoid confusion, at the time of application Commercial Operators will be referred to the insurance requirements contained in the relevant permit or agreement.

FISCAL NOTE

There is no fiscal impact with the revision of Minimum Standards.

Prepared by: Steven A. Wright – Airport Properties Manager

Approved by:

Brian Dranzik, Director
Department of Transportation

Terry Blue
Interim Airport Director

(Item) From the Director, Department of Transportation, requesting authorization to revise the Minimum Standards for Commercial Aeronautical Activities on Milwaukee County Airports in order to remove insurance amounts:

RESOLUTION

WHEREAS, FAA Regulations strongly recommend that airports develop and maintain a listing of minimum standards in order to promote safety in all airport activities, maintain a higher quality of service for airport users, protect airport users from unlicensed and unauthorized products and services, enhance the availability of adequate services for all airport users, and promote the orderly development of airport land; and

WHEREAS, Milwaukee County adopted its first Schedule of Minimum Standards for Commercial Aeronautical Activities on Milwaukee County's Airports ("Minimum Standards") in 1966 with revisions adopted in October 2003, March 2010, and April 2013; and

WHEREAS, Milwaukee County's Minimum Standards address specific aeronautical activities including line services, airframe and engine maintenance and repair and/or modification, specialized aircraft repair services, aircraft sales (new and/or used), flight training, aircraft charter and air taxi, aircraft rental and lease, special commercial flying services, T-hangar storage, commercial fractional aircraft management services, and aircraft management services operations; and

WHEREAS, from time to time it becomes necessary to clarify the requirements of certain minimum standards and such an instance has arisen regarding listing of insurance requirements pertaining to the various sections contained in the Minimum Standards; and

WHEREAS, the minimum amounts listed in the Minimum Standards are far below the current amounts required by the County's Risk Management Director; and

WHEREAS, these differences between the minimum amounts required under the Minimum Standards and the defined amounts required by the County's Risk Management Director cause confusion among airports tenants and commercial operations, and

WHEREAS, Airport staff proposes to remove the minimum amounts of insurance from the respective insurance tables listed in each section of the Minimum Standards and to instead identify the insurance required by the County's Risk Management Director in the applicable operating permit or lease agreement, and

WHEREAS, Airport staff believes that this change will allow prospective

operators to better understand the proper amounts of insurance at the time of their applications, and

WHEREAS, in order to effectuate the revisions to the Minimum Standards, Airport staff recommends that the County amend the insurance paragraphs of the Minimum Standards by removing the listed insurance amounts within each of the following sections:

	<u>Aeronautical Activity</u>
Section A.2.(h)	Line Services
Section B.2.(c)	Airframe and Engine and Repair and/or Modification
Section C.2.(c)	Specialized Aircraft Repair Services
Section D.2.(c)	Aircraft Sales (New and/or Used)
Section E.2.(c)	Flight Training
Section F.2.(c)	Aircraft Charter and Air Taxi
Section G.2.(d)	Aircraft Rental and Lease
Section H.2.(b)	Specialized Commercial Flying Services
Section I.2.(d)	T-Hangar Storage
Section J.2.(c)	Commercial Fractional Aircraft Management Services
Section K.2.(c)	Aircraft Management Services Operator, and

WHEREAS, in order to avoid confusion, at the time of application Commercial Operators will be referred to the insurance requirements contained in the relevant permit or agreement, and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting on June 11, 2014, recommended approval (vote) that Milwaukee County amend the insurance paragraphs of the Minimum Standards by removing the listed insurance amounts; now, therefore

BE IT RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized to amend the insurance paragraphs of the Minimum Standards by removing the listed insurance amounts within the following sections:

	<u>Aeronautical Activity</u>
Section A.2.(h)	Line Services
Section B.2.(c)	Airframe and Engine and Repair and/or Modification
Section C.2.(c)	Specialized Aircraft Repair Services
Section D.2.(c)	Aircraft Sales (New and/or Used)
Section E.2.(c)	Flight Training
Section F.2.(c)	Aircraft Charter and Air Taxi
Section G.2.(d)	Aircraft Rental and Lease
Section H.2.(b)	Specialized Commercial Flying Services
Section I.2.(d)	T-Hangar Storage
Section J.2.(c)	Commercial Fractional Aircraft Management Services
Section K.2.(c)	Aircraft Management Services Operator

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/14/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: REVISION OF THE MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES ON MILWAUKEE COUNTY AIRPORTS IN ORDER TO REMOVE INSURANCE AMOUNTS

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

There is no fiscal impact with the revision of Minimum Standards

Department/Prepared By Steven A. Wright, A.A.E., Airport Properties Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: May 15, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **AMENDMENT TO AIRPORT AGREEMENT NO. OL-1162 BETWEEN MILWAUKEE COUNTY AND SHELL OIL COMPANY AS ASSIGNED TO EQUILON ENTERPRISES, LLC, FOR THE PURPOSE OF DAYLIGHTING A PORTION OF ITS FUEL PIPING BETWEEN THE MAIN FUEL LINE AND MILWAUKEE COUNTY'S HYDRANT FUEL SYSTEM**

POLICY

Amendments to certain lease agreements at General Mitchell International Airport (GMIA) require approval by the Milwaukee County Board of Supervisors.

BACKGROUND

Milwaukee County entered into an agreement with Shell Oil Company on October 17, 1995, further assigned to Equilon Enterprises, LLC, (Equilon) on June 5, 2002, for the construction, operation, inspection, maintenance, repair, replacement, substitution, modification and/or removal of a fuel pipeline over an easement/right of way not to exceed ten (10) inches in diameter to be used for the transportation of aviation fuels. The easement/right of way commences at the eastern boundary of GMIA, north of the Wisconsin Air National Guard premises, and terminates at a leased premises described with Airport Agreement No. OL-1162 located within the fuel farm of GMIA. Equilon maintains an underground pipe that connects the main pipeline located within the easement/right of way to Milwaukee County's hydrant fuel system leased to the Signatory Airlines.

Equilon is now requesting to abandon the underground pipe connecting its main fuel pipe to Milwaukee County's hydrant fuel system and is further requesting to construct an above ground pipe within the fuel farm area that will reconnect Equilon's main fuel pipe to Milwaukee County's hydrant fuel system as shown on the attached set of plans.

RECOMMENDATION

Airport staff has reviewed the plans submitted by Equilon and recommends that Airport Agreement No. OL-1162 between Milwaukee County and Shell Oil Company, as assigned to Equilon Enterprises, LLC, be amended to reflect the abandonment of the existing pipe connecting Equilon's main fuel pipe to Milwaukee County's hydrant fuel system and the construction of an above ground pipe within the fuel farm area that will reconnect Equilon's main fuel pipe to Milwaukee County's hydrant fuel system as described on the attached set of plans. The amendment will continue Equilon's liability for the abandoned pipe and will establish Equilon's liability for the above ground pipe.

FISCAL NOTE

Equilon has agreed to pay all costs associated with the construction and maintenance of the above ground pipe. There is no fiscal impact to Milwaukee County in the abandonment of the existing fuel pipe and the construction of an above ground pipe within the fuel farm area connecting Equilon's main fuel pipe to Milwaukee County's hydrant fuel system at GMIA.

Prepared by: Steven A. Wright – Airport Properties Manager

Approved by:

Brian Dranzik, Director
Department of Transportation

Patricia M. Walslager
Deputy Airport Director, Finance and Administration
for Terry Blue, Interim Airport Director

File No.
Journal

(Item) From the Director, Department of Transportation, requesting to amend Airport Agreement No. OL-1162 between Milwaukee County and Shell Oil Company as assigned to Equilon Enterprises, LLC, for the purpose of daylighting a portion of its fuel piping between the main fuel line and Milwaukee County's hydrant fuel system:

RESOLUTION

WHEREAS, Milwaukee County entered into an agreement with Shell Oil Company on October 17, 1995, further assigned to Equilon Enterprises, LLC, (Equilon) on June 5, 2002, for the construction, operation, inspection, maintenance, repair, replacement, substitution, modification and/or removal of a fuel pipeline over an easement/right of way not to exceed ten (10) inches in diameter to be used for the transportation of aviation fuels; and

WHEREAS, the easement/right of way commences at the eastern boundary of GMIA, north of the Wisconsin Air National Guard premises, and terminates at a leased premises described with Airport Agreement No. OL-1162 located within the fuel farm of GMIA; and

WHEREAS, Equilon maintains an underground pipe that connects the main pipeline located within the easement/right of way to Milwaukee County's hydrant fuel system leased to the Signatory Airlines; and

WHEREAS, Equilon is now requesting to abandon the underground pipe connecting its main fuel pipe to Milwaukee County's hydrant fuel system and is further requesting to construct an above ground pipe within the fuel farm area that will reconnect Equilon's main fuel pipe to Milwaukee County's hydrant fuel system; and

WHEREAS, Airport staff has reviewed the plans submitted by Equilon and recommends that Airport Agreement No. OL-1162 between Milwaukee County and Shell Oil Company, as assigned to Equilon Enterprises, LLC, be amended to reflect the abandonment of the existing pipe connecting Equilon's main fuel pipe to Milwaukee County's hydrant fuel system and the construction of an above ground pipe within the fuel farm area that will reconnect Equilon's main fuel pipe to Milwaukee County's hydrant fuel system; and

WHEREAS, the amendment will continue Equilon's liability for the abandoned pipe and will establish Equilon's liability for the above ground pipe; now, therefore

BE IT RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized to amend Airport Agreement No. OL-1162 between Milwaukee County and Shell Oil Company, as assigned to Equilon Enterprises, LLC, to reflect the abandonment of the existing pipe connecting Equilon's main fuel pipe to

47 Milwaukee County's hydrant fuel system and the construction of an above ground pipe
48 within the fuel farm area that will reconnect Equilon's main fuel pipe to Milwaukee
49 County's hydrant fuel system.

50
51

H:\Private\Clerk Typist\Aa01\TPW&T 14\06 - June 14\RESOLUTION - Equilon Enterprises Daylighting Amendment.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/15/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: AMENDMENT TO AIRPORT AGREEMENT NO. OL-1162 BETWEEN MILWAUKEE COUNTY AND SHELL OIL COMPANY AS ASSIGNED TO EQUILON ENTERPRISES, LLC, FOR THE PURPOSE OF DAYLIGHTING A PORTION OF ITS FUEL PIPING BETWEEN THE MAIN FUEL LINE AND MILWAUKEE COUNTY'S HYDRANT FUEL SYSTEM

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures
(If checked, check one of two boxes below)
- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Equilon has agreed to pay all costs associated with the construction and maintenance of the above ground pipe. There is no fiscal impact to Milwaukee County in the abandonment of the existing fuel pipe and the construction of an above ground pipe within the fuel farm area connecting Equilon's main fuel pipe to Milwaukee County's hydrant fuel system at GMIA.

Department/Prepared By Steven A. Wright, A.A.E., Airport Properties Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.



Community Business Development Partners MILWAUKEE COUNTY

Rick Norris, PE, Director, DBE Liaison Officer, ACDBE Liaison Officer

COUNTY OF MILWAUKEE INTEROFFICE COMMUNICATION

Date: May 20, 2014

To: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

From: Rick Norris, PE, Director, Community Business Development Partners (CBDP)

Subject: Request to Open a Banking Account for CBDP's Micro Loan Program with Tri City National Bank

Background:

North Milwaukee State Bank (NMSB) currently serves the Revolving Loan Program and was asked to perform a familiar service for the Micro Loan Program. For several years NMSB successfully served the Revolving Loan Program. The maximum loan amount is \$30,000 and only certified DBE/ACDBE companies can participate in the Revolving Program. The major difference between the Revolving Loan (4% interest rate) and the Micro loan (5% interest rate) programs is that the maximum loan amount associated with the Micro loan is \$5,000 and the Micro Loan Program is part of the SBE initiative.

Initially, NMSB agreed, however, a few months before the Micro Loan Program was to be rolled out CBDP was informed by NMSB that they were rescinding on the agreement to service the Micro Loan. NMSB informed CBDP that the Micro Loan Program would not be cost-effective to serve. In effort to find a financial institution that would serve as a depository and provide minimum to no serving fees Tri City Bank was selected.

Update:

The Department of Community Business Development Partners (CBDP) is seeking Board approval and authorization to open a bank account associated with the Micro Loan Program at Tri City National Bank, located at 5555 South 108th Street, Hales Corners, WI 53130. The authorization will allow CBDP to deposit funds related to the Micro Loan Program.

The Milwaukee County Comptroller - Audit Department will be responsible for reconciling the bank statements and verifying reports generated by CBDP.

Approved by:

Rick Norris

Rick Norris, PE
Director, CBDP

cc: Chris Abele, County Executive
Raisa Koltun, Chief of Staff, County Executive
Don Tyler, Director of Administrative Services
Kelly Bablitch, Chief of Staff, Milwaukee County Board of Supervisors
Amy Pechacek, Director, Risk Management
Josh Fudge, Director PSB

(ITEM NO.) From the Director, Department of Administrative Services Community - Business Development Partners seeking authorization to use Tri City National Bank for the Micro Loan Program, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the North Milwaukee State Bank (NMSB) originally agreed to service Milwaukee County's Micro Loan program, however, a few months before the Micro Loan Program was to be rolled out the Community Business Development Partners Division was informed by NMSB that it was rescinding its agreement to service the Micro Loan; and

WHEREAS, NMSB indicated that the Micro Loan Program would not be cost-effective enough to provide the previously agreed upon service; and

WHEREAS, CBDP subsequently selected Tri City Bank, located at 5555 South 108th Street in Hales Corners, to serve as a depository for the Micro Loan Program; and

WHEREAS, in Tri City Bank will provide the service at either no or minimal service costs; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Director of the Department of Administrative Services to use Tri City Bank as the depository and service provider for the Micro Loan Program.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 30, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Seeking approval to open a banking account at Tri-City National Bank for the Micro Loan Program

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures
(If checked, check one of two boxes below)
- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution will not require an expenditure of funds. Any fees associated with the servicing of the Micro Loan Program will be paid with loan proceeds. The fees will not be absorbed in CBDP's budget.

Department/Prepared By Rick Norris, P.E. Director of Community Business Development Partners

Approved by: *Rick Norris*

Date 5/30/2014

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☒ Yes ☐ No ☐ Not Required ☐

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.



Community Business Development Partners

MILWAUKEE COUNTY

Rick Norris, PE, Director, DBE Liaison Officer, ACDBE Liaison Officer

COUNTY OF MILWAUKEE INTEROFFICE COMMUNICATION

Date: May 20, 2014

To: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

From: Rick Norris, PE, Director, Community Business Development Partners (CBDP)

Subject: Update on Micro Loan Program

Background:

As reported at the committee meeting three primary providers will manage the Micro Loan Program:

1. **Processing, Approvals and Administrative Services.** CBDP will be taking on the primary responsibilities related to the processing, approval and servicing of the loans;
 2. **Underwriting and Analysis.** Lincoln Opportunity Fund, LLC will perform the underwriting analysis;
 3. **Custodial Services.** Micro Loan funds will be deposited and held at Tri-City Bank National Bank .
- This approach allows Milwaukee County to get the program underway in the most efficient and economical way for those DBE/SBE/ACDBE firms benefiting from the program.

Update:

In effort to launch the Micro Loan Program a tentative agreement with Lincoln Opportunity Fund, LLC was reached. Corporation Counsel has reviewed the agreement and had some minor modifications to the contract language. On Wednesday, June 4, 2014, Lincoln Opportunity Fund, LLC received a copy of the revised agreement for their signature.

CBDP provided sample application forms developed for the Revolving Loan Program to Lincoln Opportunity Fund, LLC for their review and consideration. After a review of the sample documents Lincoln Opportunity Fund, LLC concluded that the level of effort to service the Microloan application might not require as much time as originally envisioned. As a result, Lincoln Opportunity Fund, LLC offered to service the first application at no charge to gauge the effort needed to process an application. Based on Lincoln Opportunity Fund, LLC assessment the cost to perform the underwriting service should not exceed \$200 per applicant.

The final tasks remaining in the process is to obtain Board approval to open an account with Tri City National Bank. Upon Milwaukee County Board approval to open an account with Tri City National Bank, the Director of Administration will request approval from the Board to deposit the \$100,000 check from the Potawatomi organization into the Tri City National Bank account.

Approved by:



Rick Norris, PE
Director, CBDP

cc: Chris Abele, County Executive
Don Tyler, Director of Administrative Services
Kelly Bablitch, Chief of Staff, Milwaukee County Board of Supervisors
Amy Pechacek, Director, Risk Management
Raisa Koltun, Director of Legislative Affairs, Co. Exec's Ofc
Josh Fudge, Director, PSB
Chris Lindberg, Director of IMSD



Community Business Development Partners MILWAUKEE COUNTY

RICK NORRIS, PE • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: May 7, 2014

TO: Supervisor Marina Dimitrijevic, Chair, Milwaukee County Board of Supervisors
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Rick Norris, PE, Director, Community Business Development Partners

SUBJECT: DBE Wavier Report for April 2014 (Original Format)

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

At the previous Economic and Community Development Committee CBDP proposed a new format to the DBE Waiver Report. The Committee asked for CBDP to provide the original format and the proposed New Format. This is the Original Format.

BACKGROUND

CBDP is responsible for designing, implementing, monitoring and enforcing Milwaukee County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes assignment of participation goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. Participation goals may only be established on contracts where opportunities exist for ready, willing and able certified firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Parts 23 and 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Executive and the full County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action designed to ensure the same level of commitment and consistency in approach to the facilitation of small business involvement when and where appropriate has been enacted in Chapter 42 of the Milwaukee County Code of General Ordinances.

Milwaukee County is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of over 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP

members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. Milwaukee County has the responsibility of verifying and maintaining the certification status of 356 of the 854 currently certified firms throughout the State, while processing all new applications for DBE certification.

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before rendering a determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

The figures below include Professional & Management Service and Capital Improvement/Maintenance contracts awarded during April of 2014. This report does not include contracts awarded by the Procurement Division of the Department of Administrative Services processes under Chapter 32. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval.

Total Contracted Dollars for Period	\$ 3,077,044.40
Total Contracted Dollars w/o DBE Participation	\$ 292,039.00
Percentage of Contracts w/o DBE Participation	9.5%
Total Contracted Dollars w/ Waiver Approval	\$ 292,039.00
Percentage of Contracts w/ Waiver Approval	9.5%
Total Contracted Dollars w/o Waiver Approval	\$ 0.00
Percentage of Contracts w/o Waiver Approval	0.0%

It is also important to note that the Milwaukee County Code of General Ordinances exempts various contracts from DBE participation consideration review for services such as those used for the purpose of securing credit rating services related to debt issuance and administration. These exemptions appear as Chapter 56.30(2)(a) and 56.30(10)(a).

Total Contracted Dollars for Period	\$ 3,077,044.40
Total Exempted Contract Dollars	\$ 0.00
Percentage of Exempted Contracts for Period	0.0%

RECOMMENDATION

CBDP prepared this informational report, and recommends that it be received and filed, as such.

Approved by:

Rick Norris

Rick Norris, PE
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP)

DBE Waiver Report April 2014

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
"ORIGINAL"				
<u>Approved Waivers ¹</u>				
DAS-Facilities Management	Jackson MacCudden	SB Cooling Towers Asbestos	285.00	Annual Consultant Utilization
DAS-Facilities Management	Dixon Engineering, Inc.	Investigating and inspection services for North Reservoir level sensing on County Grounds	1,200.00	Annual Consultant Utilization
Dept. on Aging	Community Relations-SDC	Medicare Outreach	9,233.00	Grant
DHHS-BHD	Hinshaw & Culbertson, LLP	Emergency contract for legal services to represent BHD	20,000.00	Emergency contract
DHHS-Housing Division	Pathfinders Milwaukee, Inc	To provide emergency shelter services	11,727.00	Specialized service
DHHS-Housing Division	La Causa, Inc.	To provide emergency shelter services	15,634.00	Specialized service
DHHS-Housing Division	Salvation Army, Greater Milwaukee Chapter	To provide emergency shelter services	154,080.00	Specialized service
MCSO	Michael A.I. Whitcomb	Legal services	50,000.00	Specialized service
Medical Examiner	Medical College of WI Pathology	Neuropathology consult services performed by Dr. Elizabeth Cochran-MCME	800.00	Under \$2,000.00
Parks	Neuman Pools	Cool Waters Activity Pool Overflow Grate Removal	29,980.00	Contract Specificity

Contracts Issued Without Review ²

None

Exempted Contracts ³

None

Total Contract \$ Amount for Period ⁴	\$3,077,044.40
Total Contract \$ Amount w/o DBE Participation for Period	\$292,039.00
Percentage w/o DBE Participation	9.5%
Total Approved Waiver \$ Amount	\$292,039.00
Percentage Waived	9.5%
Total Unapproved Waiver \$ Amount	\$0.00
Percentage w/o Waiver Approval	0.0%
Total Exempted \$ Amount	\$0.00
Percentage Exempted	0.0%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

² Contracts issued by Departments in violation of the Code of General Ordinances;
CBDP is made aware of these projects when Accounts Payable forwards new contract information

³ These contracts are exempted from Disadvantaged Business Enterprise participation review within the guidelines of Code of General Ordinance Chapter 56.30(2)(a) such as those used for the purpose of securing credit rating services related to debt issuance and administration

⁴ Total does not include Procurement Division Figures



Community Business Development Partners

MILWAUKEE COUNTY

RICK NORRIS, PE • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: May 7, 2014

TO: Supervisor Marina Dimitrijevic, Chair, Milwaukee County Board of Supervisors
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Rick Norris, PE, Director, Community Business Development Partners

SUBJECT: DBE Wavier Report for April 2014 (New Format)

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for designing, implementing, monitoring and enforcing Milwaukee County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes assignment of participation goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. Participation goals may only be established on contracts where opportunities exist for ready, willing and able certified firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Parts 23 and 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Executive and the full County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action designed to ensure the same level of commitment and consistency in approach to the facilitation of small business involvement when and where appropriate has been enacted in Chapter 42 of the Milwaukee County Code of General Ordinances.

Milwaukee County is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of over 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. Milwaukee County has the responsibility of verifying and maintaining the certification status of 356 of the 854 currently certified firms throughout the State, while processing all new applications for DBE certification.

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before rendering a determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

The figures below include Professional & Management Service and Capital Improvement/Maintenance contracts awarded during April of 2014. This report does not include contracts awarded by the Procurement Division of the Department of Administrative Services processes under Chapter 32. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval.

Total Contracted Dollars for Period	\$ 3,077,044.40
Total Contracted Dollars w/o DBE Participation	\$ 292,039.00
Percentage of Contracts w/o DBE Participation	9.5%
Total Contracted Dollars w/ Waiver Approval	\$ 100,565.00
Percentage of Contracts w/ Waiver Approval	3.27%
Total Contracted Dollars w/o Waiver Approval	\$ 0.00
Percentage of Contracts w/o Waiver Approval	0.0%

It is also important to note that the Milwaukee County Code of General Ordinances exempts various contracts from DBE participation consideration review for services such as those used for the purpose of securing credit rating services related to debt issuance and administration. These exemptions appear as Chapter 56.30(2)(a) and 56.30(10)(a).

Total Contracted Dollars for Period	\$ 3,077,044.40
Total Exempted Contract Dollars	\$ 191,474.00
Percentage of Exempted Contracts for Period	6.22%

RECOMMENDATION

CBDP prepared this informational report, and recommends that it be received and filed, as such.

Approved by:



Rick Norris, PE
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Monthly Waiver Report for April 2014

Prepared by the Department of Community Business Development Partners

Director's Report

¹ These contracts are exempted from Disadvantaged Business Enterprise participation review within the guidelines of Code of General Ordinance Chapter 56.30(2)(a). Not included in the the waiver calculations.

² Waivers approved by CBDP; within guidelines of Code of General Ordinances

³ Contracts issued by Departments in violation of the Code of General Ordinances; CBDP is made aware of these projects when Accounts Payable forwards new contract information.

⁴ Total does not include Procurement Division Figures

"New Format"

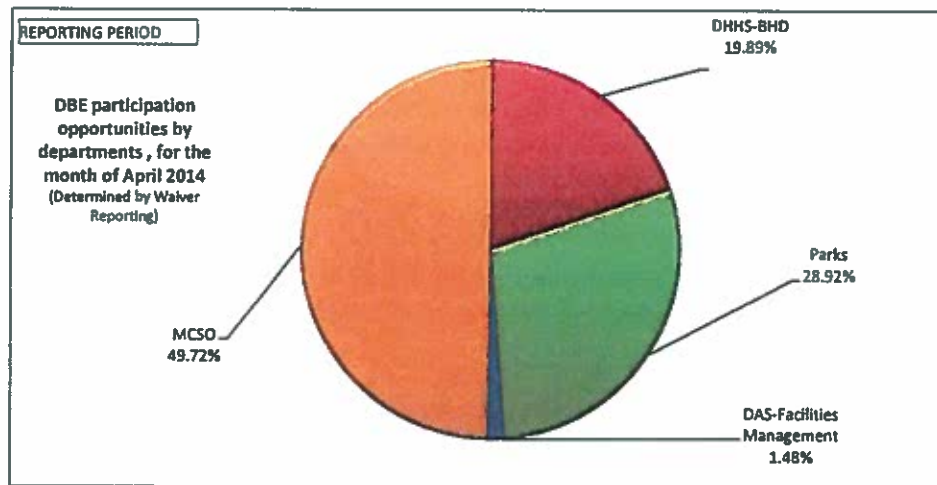
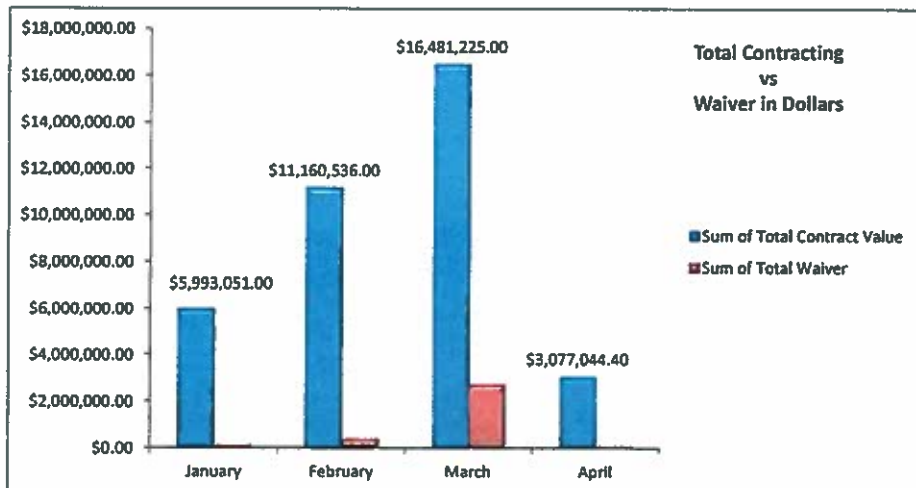
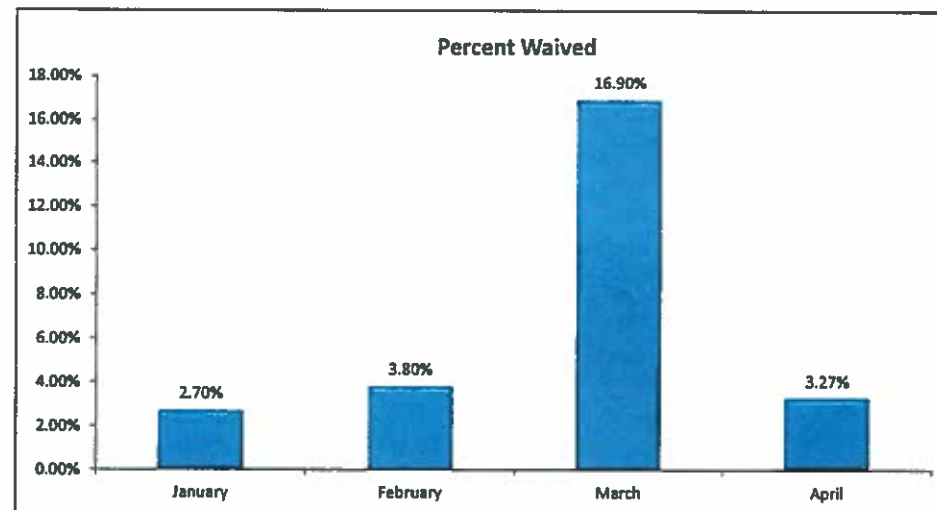
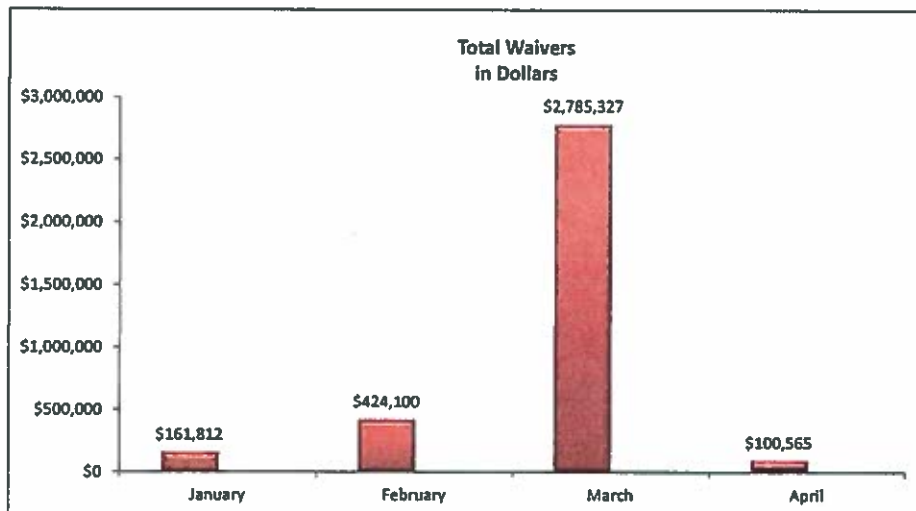
Page 1 Of 2

Total Contract \$ Amount for Period ⁴	\$ 3,077,044
Total Contract \$ Amount w/o DBE Participation for Period	\$ 292,039
Percentage w/o DBE Participation	9.49%
Total Approved Waiver \$ Amount ²	\$ 100,565
Percentage Waived ²	3.27%
Total Unapproved Waiver \$ Amount ³	\$ -
Percentage w/o Waiver Approval ³	0.00%
Total Exempted \$ Amount	\$ 191,474
Percentage Exempted from Waiver Calculations	6.22%

REPORTING Ending PERIOD 4/30/2014

DEPARTMENT	CONSULTANT/CONTRACTOR	SERVICES	COMMENTS	EXEMPTED	Waived
Dept. on Aging	Community Relations-SDC	Medicare Outreach	Grant	\$ 9,233.00	
		Emergency contract for legal services to represent BHD			
DHHS-BHD	Hinshaw & Culbertson, LLP		Emergency contract	\$ -	\$ 20,000.00
Parks	Neuman Pools	Cool Waters Activity Pool Overflow Grate Removal	Contract Specificity	\$ -	\$ 29,080.00
DAS-Facilities Management	Jackson MacCudden	SB Cooling Towers Asbestos	Annual Consultant Utilization	\$ -	\$ 285.00
	Dixon Engineering, Inc.	Investigating and inspection services for North Reservoir level sensing on County Grounds	Annual Consultant Utilization	\$ -	\$ 1,200.00
DHHS-Housing Division	Pathfinders Milwaukee, Inc	To provide emergency shelter services	Specialized Service	\$ 11,727.00	
	La Causa, Inc.	To provide emergency shelter services	Specialized Service	\$ 15,634.00	
	Salvation Army, Greater Milwaukee Chapter	To provide emergency shelter services	Specialized Service	\$ 154,080.00	
MCSD	Michael A.I. Whitcomb	Legal services	Specialized Service	\$ -	\$ 50,000.00
Medical Examiner	Medical College of WI Pathology	Neuropathology consult services performed by Dr. Elizabeth Cochran-MCMEO	Under \$2,000.00	\$ 800.00	
Grand Total				\$ 191,474.00	\$ 100,565.00

DASHBOARD



COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: May 14, 2014

TO: Supervisor Marina Dimitrijevic, Chairperson, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Gregory G. High, Director, AE&ES Section, DAS-FM

SUBJECT: **Acknowledgement of the Review of the Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2013**

Policy

The County is required under the stipulated agreement with the DNR and State Attorney General's Office to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system(s) under Wisconsin Code NR 208. The Milwaukee County Department of Administrative Services requests that the attached resolution be reviewed and adopted in order to satisfy the above noted requirement.

Background

Milwaukee County as one of 28 defendants in an enforcement action by the DNR and State Attorney General entered into a stipulated agreement on March 1, 2006. This agreement requires the County to accomplish certain objectives according to an agreed timeframe in order to avoid monetary penalties. Filing an annual Compliance Maintenance Report with the DNR is part of one of the objectives.

NR 208 requires that the "governing body" of the County acknowledge their review of the report and indicate specific actions being taken to bring the County's sanitary sewer collection system into compliance with State statutes.

Program goals identified in the 2013 Compliance Maintenance Annual Report (CMAR):

- Comply with the conditions of the WPDES permit
- Minimize the occurrence of preventable sanitary sewer overflows
- Ensure proper Operation & Maintenance is performed on County sewer collection system assets
- Improve or maintain sewer system reliability
- Reduce the potential threat to human health from sewer overflows
- Provide adequate capacity to convey peak flow
- Manage clear water infiltration and inflow
- Protect collection system worker health and safety
- Operate a continuous Capacity Management Operation Maintenance Program (CMOM)

Actions Milwaukee County takes annually to meet the compliance goals:

- Sanitary Manhole Field Inspections and Investigations.
- Sanitary Pipe CCTV Inspections and Investigations.
- Prepare Plans and Specs for Rehabilitation of Manholes & Pipes.
- Cleaning and Televising Sewers.
- Record Drawing Searches.
- Update and Maintain Inspection Database.
- Update GIS Mapping to Maintain Accurate Sewer System Plans.
- Attend Annual Inspection and CMOM conferences.

A copy of the draft CMAR report is attached for reference.

Conclusion


A resolution passed by the County Board and signed by the County Executive is needed to fulfill this requirement.

Recommendation

The Director of the Department of Administrative Services respectfully recommends that the County Board and County Executive review and adopt the attached resolution in order to satisfy the above noted requirement.

Prepared by: Mark Sifuentes, AE&ES, DAS-FM

Approved By:



Greg High, P.E., Director
AE&ES Section, DAS-FM

Enclosures: Fiscal Note Form
Draft Resolution
Estimate for 2015 Operating Cost
Draft CMAR to WDNR

cc: Chris Abele, County Executive
Gerry Broderick, Supervisor
Josh Fudge, Fiscal and Budget Administrator, DAS
Vince Masterson, DAS-Fiscal
Don Tyler, Director, DAS

(ITEM #) From the Director, Department of Administrative Services, requesting approval of the required Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2013 for Milwaukee County's wastewater collection system under Wisconsin Code NR 208, by recommending adoption of the following:

A RESOLUTION

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Milwaukee County's wastewater collection system under Wisconsin Code NR 208; and

WHEREAS, the County has an extensive system of sanitary sewers serving its many parks, buildings and other facilities; and

WHEREAS, the county is operating under a stipulated agreement with the Wisconsin Department of Natural Resources and State Attorney General's Office to cure problems cited in Claim WI-0047341-03; and

WHEREAS, it is necessary for the County to acknowledge that its governing body has reviewed its annual Compliance Maintenance Annual Report (CMAR); and

WHEREAS, the Committee on Transportation, Public Works, and Transit at its meeting on June 11, 2014, recommended adoption of said request (vote); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors acknowledges the following Capacity Management, Operation, and Maintenance (CMOM) Program goals identified in the 2013 Compliance Maintenance Annual Report (CMAR):

1. Comply with the conditions of the WPDES permit
2. Minimize the occurrence of preventable overflows
3. Ensure proper O&M is performed on County sewer collection system assets
4. Improve or maintain system reliability
5. Reduce the potential threat to human health from sewer overflows
6. Provide adequate capacity to convey peak flow
7. Manage infiltration and inflow
8. Protect collection system worker health and safety
9. Operate a continuous CMOM Program

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 05/14/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Compliance Maintenance Annual Report - 2013

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact ☐ Increase Capital Expenditures
- ☐ Existing Staff Time Required ☐ Decrease Capital Expenditures
- ☐ Increase Operating Expenditures (If checked, check one of two boxes below) ☐ Increase Capital Revenues
- ☒ Absorbed Within Agency's Budget ☐ Decrease Capital Revenues
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures ☐ Use of contingent funds
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	175,000	175,000
	Revenue	0	0
	Net Cost	175,000	175,000
Capital Improvement Budget	Expenditure	150,000	150,000
	Revenue	0	0
	Net Cost	150,000	150,000

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. Our stipulated agreement with the State requires conformance to NR 208 which requires an annual acknowledgement of the County's efforts to manage and maintain its sanitary sewer collection system. This is referred to as a CMAR Report (Compliance Maintenance Annual Report).
- B. Milwaukee County has spent approximately 4.6 million dollars on sanitary sewer infrastructure improvements and CMOM (Capacity Management, Operation, and Maintenance) Program activities since 2005. The ongoing inspection, televising, field investigation, mapping, planning, management, and reporting of the sanitary sewer collection systems within the county owned facilities requires an annual operating budget allocation totaling \$175,000 from the departments, as detailed in the attached estimate. The CMOM Program identifies capital improvement projects each year with 2015 work estimated to be \$150,000.
- C. The operation and capital budgets for 2014 are sufficient to perform the tasks associated with a continuous CMOM program. We do not expect the annual operational costs to increase in the next five years as we anticipate any inflationary effects to be offset by greater efficiency within AE&ES and the departments. Capital improvement costs will be estimated annually to address infrastructure projects identified in the CMOM Program.
-

Department/Prepared By Department of Administrative Services: Mark Sifuentes

Recommended By: _____

Gregory G. High, Director, AE&ES, DAS-FM

Authorized Signature _____

Gregory G. High, Director, AE&ES, DAS-FM

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?² ☐ Yes ☐ No ☐ Not Required ☒

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Milwaukee County Department of Public Works
Sanitary Sewer Capacity Management, Operation & Maintenance Program
2015 Departmental Budget Request Recommendations (Created on 5/09/14)

Description of Work for each department to perform	Percent To Do	Est Cost per Unit	Total all Depts.	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Inspect Sanitary Sewer Manholes									
Total Number of Manholes			1001	482	221	157	87	34	20
Manholes by Stipulated Agreement	25%	\$75.00		121	55	39	22	9	5
Cost to Inspect MH				\$9,075.00	\$4,125.00	\$2,925.00	\$1,650.00	\$675.00	\$375.00
Cleaning and Televising									
Total Lineal Feet of Sanitary Sewers			199,133	115,200	35,500	26,700	12,000	7,200	2,533
Estimated Sanitary Sewers to Televis	10%	\$2.34	19,913	11,520	3,550	2,670	1,200	720	253
Dye Water Testing									
Estimated Sanitary Sewers to Dye Test	2%	\$1.10		2,304	710	534	240	144	51
Mobilization Setups		\$175.00		2	3	2	1	1	1
Smoke Testing									
Estimated Sanitary Sewers to Smoke Test	2%	\$0.55		2,304	710	534	240	144	51
Mobilization Setups		\$175.00		3	1	1	1	1	1
Field Investigations (based on number of MHs inspected)				\$4,507	\$2,066	\$1,468	\$813	\$318	\$187
Training for MH Inspections (8 hours)				\$0	\$0	\$0	\$0	\$0	\$0
Document Organization & Submittal (based on number of MHs inspected)				\$0	\$0	\$0	\$0	\$0	\$0
CMOM Annual Meetings (2 @ 6 hours ea)				\$0	\$0	\$0	\$0	\$0	\$0
Estimated Internal Cost				\$45,215	\$16,370	\$12,047	\$6,017	\$3,265	\$1,588
Sanitary Sewer Technical Services by DTPW with cost distributed to the departments	* Total Cost	Fixed Cost	Variable Cost	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Percent of MHs on County owned property per Dept.	100%			48.15%	22.08%	15.68%	8.69%	3.40%	2.00%
Train Departments to Perform Inspections	\$0	100%		\$0	\$0	\$0	\$0	\$0	\$0
Record Drawing Search	\$4,930	10%	90%	\$2,219	\$1,062	\$778	\$468	\$233	\$171
G.I.S. Mapping Updates	\$9,120	10%	90%	\$4,104	\$1,964	\$1,439	\$865	\$431	\$316
Update & Maintain Inspection Database	\$5,860	10%	90%	\$2,637	\$1,262	\$925	\$556	\$277	\$203
Analyze Inspection Data	\$4,030	10%	90%	\$1,814	\$868	\$636	\$382	\$190	\$140
Label Inspection Photos	\$6,780	10%	90%	\$3,051	\$1,460	\$1,070	\$643	\$320	\$235
Add Inspection Reports to City Works	\$4,180	10%	90%	\$1,881	\$900	\$660	\$397	\$197	\$145
Upload, Convert to City Works, and View CCTV video	\$7,330	10%	90%	\$3,299	\$1,579	\$1,157	\$696	\$346	\$254
Prepare List of Recommended Projects	\$4,830	10%	90%	\$2,174	\$1,040	\$762	\$458	\$228	\$167
Prepare List of Recommended Inspections for Next Year	\$3,630	10%	90%	\$1,634	\$782	\$573	\$344	\$171	\$126
Prepare Plans & Specs for Rehab.	\$8,220	10%	90%	\$3,699	\$1,770	\$1,297	\$780	\$388	\$285
Annual CMOM Meetings with Individual Departments	\$4,680	100%		\$780	\$780	\$780	\$780	\$780	\$780
Annual CMOM Committee Meetings	\$4,200	100%		\$700	\$700	\$700	\$700	\$700	\$700
CMOM Implementation	\$12,480	10%	90%	\$5,616	\$2,688	\$1,970	\$1,184	\$590	\$432
Update MMSD I/I Master Plan	\$2,430	100%		\$405	\$405	\$405	\$405	\$405	\$405
MMSD I/I Management Annual Progress Report	\$3,540	25%	75%	\$1,426	\$734	\$564	\$378	\$238	\$201
DNR Compliance Maintenance Annual Report	\$4,260	50%	50%	\$1,381	\$825	\$689	\$540	\$427	\$398
Estimated DTPW Cost				\$36,819	\$18,819	\$14,405	\$9,577	\$5,922	\$4,957
Rounded Total Estimated Cost				\$82,000	\$35,200	\$26,500	\$15,600	\$9,200	\$6,500

* For total cost of each technical services task, see page 2.

Grand Total all Departments

\$175,000

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Financial Management

Questions	Points
1. Person Providing This Financial Information	
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Name:</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">Mark Sifuentes</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">Telephone:</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">(414) 278-5138</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">E-Mail Address(optional):</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">Mark.Sifuentes@milwcnty.com</div> </div>	
2. Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
<div style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </div> <div style="margin-left: 40px;">If No, please explain:</div> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px; margin-top: 5px;"></div>	
3. When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2013	0
<div style="margin-left: 40px;"> <input type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable (Private Facility) </div>	
4. Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
<div style="margin-left: 40px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </div>	
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5. Equipment Replacement Funds	
5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year:	0
<div style="margin-left: 40px;"> <input type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable Explain: </div> <div style="border: 1px solid black; padding: 5px; margin-left: 40px; margin-top: 5px;">We do not have wastewater equipment.</div>	
5.2 What amount is in your Replacement Fund?	
Equipment Replacement Fund Activity	
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$1

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Financial Management (Continued)

	5.2.2 Adjustments + \$0.00 if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)										
	5.2.3 Adjusted January 1st Beginning Balance \$1.00										
	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) + \$0.00										
	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$0.00										
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$1.00										
(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; height: 20px; width: 60%; margin-top: 5px;"></div>											
	5.3 What amount should be in your replacement fund? \$1.00 (If you had a CWWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)										
	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: <div style="border: 1px solid black; height: 20px; width: 60%; margin-top: 5px;"></div>										
6.	Future Planning										
	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.</td> <td style="text-align: center;">\$61031.32</td> <td style="text-align: center;">2009</td> </tr> <tr> <td>Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.</td> <td style="text-align: center;">\$33401.9</td> <td style="text-align: center;">2009</td> </tr> </tbody> </table>		Project Description	Estimated Cost	Approximate Construction Year	Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.	\$61031.32	2009	Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$33401.9	2009
Project Description	Estimated Cost	Approximate Construction Year									
Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.	\$61031.32	2009									
Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$33401.9	2009									

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Financial Management (Continued)

A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$31066	2009
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$75252.9	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175773.44	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$81626.24	2011
Begin CMOM Readiness Review, sanitary sewer database, and manhole inspection program.	\$10259.71	2005
Create sanitary sewer database, inspect manhole tops, begin abandoning unused sewers, begin SSES, continue CMOM Readiness Review.	\$269444.43	2006
Complete manhole top rehabilitation, abandon more unused manholes and pipes, complete SSES, update sanitary sewer database, complete CMOM Readiness Review, begin Strategic Plan, begin planning and design for 2008 construction projects.	\$1927033.03	2007
Planning, design and construction for manhole and pipe rehabilitation identified in SSES. Completed Strategic Plan. Began Management Plan, Overflow Response plan, Communications Plan, and Audit Plan. Incorporated Cityworks software into G.I.S. and pdated sanitary sewer mapping and database. Performed MMSD and CMAR reporting. Conducted internal CMOM meetings. Attended MMSD CMOM meetings.	\$171283.85	2008
McGovern Park Sanitary Sewers: Constructed new sewers to serve existing buildings and abandoned old sewers including sewer under lagoon and sewer from demolished swimming pool.	\$346008.42	2008
Parks North Sanitary Sewer Rehabilitation	\$287980.69	2008

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
5/15/2014**

Reporting Year: 2013

Financial Management (Continued)

Parks South Sanitary Sewer Rehabilitation	\$311302.81	2008
County Grounds/Zoo Sanitary Rehabilitation	\$284719.27	2009
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$110048.41	2009
2010 Sanitary Sewers-Multiple Locations - V0090652	\$6648.58	2010
2010 Sanitary Sewers-Multiple Locations - V0090652	\$123479.22	2011
Correct deficiencies identified during previous year's inspections.	\$150000	2014
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$43031.41	2012
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$3419.22	2011
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175000	2014
2010 Sanitary Sewers-Multiple Locations - V0090652	\$98,619.53	2012
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-0605	\$6,196.92	2012
Countywide Sanitary Sewers: Sanitary Sewer Rehabilitation and Countywide CCTV - V009-2610	\$12,234.53	2012
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$42,962.00	2013
Countywide Sanitary Sewers: Sanitary Sewer Rehabilitation and Countywide CCTV - V009-2610	\$153,088.00	2013

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Financial Management (Continued)

	Countywide Sanitary Sewers: Sanitary Sewer Rehabilitation and Countywide CCTV - V009-3801	\$918.00	2013	
7.	Financial Management General Comments:			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems

Questions		Points
1.	Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
	<input type="radio"/> Yes <input type="radio"/> No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	<input type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	<div> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div> 1.) Comply with the conditions of the WPDES permit. 2.) Minimize the occurrence of preventable overflows. 3.) Ensure proper O&M is performed on County collection system assets. 4.) Improve or maintain system reliability. 5.) Reduce the potential threat to human health from sewer overflows. 6.) Provide adequate capacity to convey peak flow. 7.) Manage infiltration and inflow. 8.) Protect collection system worker health and safety. 9.) Operate a continuous CMOM program. </div> </div> <div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program </div> <div> <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <input type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <input type="text"/> </div> <div> <input type="checkbox"/> Pretreatment/Industrial control Programs <input type="checkbox"/> Fat, Oil and Grease control <input type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements </div> <div> <input type="checkbox"/> Maintenance Activities: details in Question 4 </div> <div> <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? </div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

		<div style="display: flex; flex-direction: column;"> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> State plumbing code</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> DNR NR 110 standards</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Local municipal code requirements</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Construction, inspection and testing</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Others:</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have):</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Alarm system and routine testing</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Emergency equipment</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Emergency procedures</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc)</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following?</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Current and up-to-date sewer map</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Sewer system plans and specifications</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Manhole location map</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Lift station pump and wet well capacity information</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Lift station O&M manuals</div> <div style="margin-bottom: 5px;">Within your sewer system have you identified the following?</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with flat sewers</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with surcharging</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with bottlenecks or constrictions</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Areas with chronic basement backups or SSO's</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with heavy root growth</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I)</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Sewers with severe defects that affect flow capacity</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Adequacy of capacity for new connections</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Lift station capacity and/or pumping problems</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed.</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Special Studies Last Year(check only if applicable):</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Infiltration/Inflow (I/I) Analysis</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Sewer System Evaluation Survey (SSES)</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Lift Station Evaluation Report</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Others:</div> </div>	
4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:		
	Cleaning	3	% of system/year
	Root Removal	1	% of system/year
	Flow Monitoring	5	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Smoke Testing	<input type="text" value="0"/>	% of system/year
Sewer Line Televising	<input type="text" value="3"/>	% of system/year
Manhole Inspections	<input type="text" value="16.5"/>	% of system/year
Lift Station O&M	<input type="text" value="9"/>	# per L.S./year
Manhole Rehabilitation	<input type="text" value="5"/>	% of manholes rehabed
Mainline Rehabilitation	<input type="text" value="3"/>	% of sewer lines rehabed
Private Sewer Inspections	<input type="text" value="0"/>	% of system/year
Private Sewer I/I Removal	<input type="text" value="0"/>	% of private services
Please include additional comments about your sanitary sewer collection system below:		
<input type="text"/>		

5. Provide the following collection system and flow information for the past year:

<input type="text" value="40"/>	Total Actual Amount of Precipitation Last Year
<input type="text" value="34.8"/>	Annual Average Precipitation (for your location)
<input type="text" value="42.42"/>	Miles of Sanitary Sewer
<input type="text" value="32"/>	Number of Lift Stations
<input type="text" value="1"/>	Number of Lift Station Failure
<input type="text" value="0"/>	Number of Sewer Pipe Failures
<input type="text" value="6"/>	Number of Basement Backup Occurrences
<input type="text" value="8"/>	Number of Complaints
<input type="text"/>	Average Daily Flow in MGD
<input type="text"/>	Peak Monthly Flow in MGD(if available)
<input type="text"/>	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

LIST OF SANITARY SEWER OVERFLOWS (SSO) REPORTED				
Date	Location	Cause	Estimated Volume (MG)	
NONE REPORTED				
<p>** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.</p> <p>What actions were taken, or are underway, to reduce or eliminate SSO occurrences in the future?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
PERFORMANCE INDICATORS				
0.03	Lift Station Failures(failures/ps/year)			
0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
0.00	Sanitary Sewer Overflows (number/sewer mile/yr)			
0.14	Basement Backups(number/sewer mile)			
0.19	Complaints (number/sewer mile)			
	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	Was infiltration/inflow(I/I) significant in your community last year?			
	<p> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?			
	<p> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?			
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
9.	What is being done to address infiltration/inflow in your collection system?			
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
5/15/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

--	--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2013

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2013

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
Milwaukee County	06/11/2014
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSO's were reported):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

-COUNTY OF MILWAUKEE-
INTEROFFICE COMMUNICATION

DATE: May 23, 2014

TO: Marina Dimitrijevic, Chairwoman
Milwaukee County Board of Supervisors

FROM: Julie Esch, Director of Operations 
Department of Administrative Services

**SUBJECT: American Transmission Company: Western Milwaukee
County Electric Reliability Transmission Line Project
Purchase of Easements**

REQUEST

The Department of Administrative Services is requesting approval of the American Transmission Company's (ATC) purchase of easements (attached) for the construction of the Western Milwaukee County Electric Reliability Transmission Line Project. The easements are as follows: (1) two permanent easements for parcels located along Underwood Creek Parkway (west of Highway 100), (2) one permanent easement located on the Fleet parcel, (3) one permanent easement located on the Children's Adolescent Treatment Center parcel, (4) one permanent easement on a Watertown Plank Road parcel, (5) an access agreement along 92nd Street near the Behavioral Health Division's Food Service building and (6) a temporary construction easement for work related to the Underwood Creek bike path.

BACKGROUND

The Western Milwaukee County Electric Reliability Project (WMCERP) consists of the construction of two new electric transmission lines to support a new electrical substation located at the WE Energies power plant on the County Grounds. The American Transmission Company will be constructing the new lines that will interconnect into the new substation.

The WMCERP was approved in early 2013 by the Public Service Commission of Wisconsin. Per Wisconsin State Statute 196.491 (3e), ATC notified Milwaukee County of its request for easements on which land parcels they will be locating high tension poles that will carry the electric transmission lines. The County had 90 days to negotiate easement language and purchase price. DAS engaged an appraiser on behalf of all of the affected

departments to determine the value of each requested easement. ATC and County staff from the Parks, Transportation and Administrative Services Departments and Corporation Counsel were unable to come to an agreed upon price for the easements within the 90 day window. Therefore, ATC proceeded to arbitration on each of the parcels. According to Wisconsin State statutes, ATC was automatically granted the easements upon commencement of arbitration as follows:

“If the electric utility [ATC] and the owner of the land [Milwaukee County] cannot agree on the fair market value of the interest of the land, sought by the electric utility company within 90 days after the electric utility notifies the owner that the certificate of public convenience and necessity has been issued, the issue of the fair market value of the interest shall be appointed by an arbitrator appointed by the circuit court of the county in which the land is located.” The interest in land shall be conveyed to the electric utility upon commencement of the arbitration proceeding.”

As of last week, an agreement was reached on the price of all requested easements for a total offer of \$592,589.90. The negotiated prices for the individual parcels are as follows:

- Underwood Creek Parkway Bike Path Parcel - \$21,500
- Underwood Creek Parkway Wooded Wetland - \$9,300
- Access Easement (near 92th Street) - \$5,000
- Fleet Parcel - \$347,373.37
- CATC Parcel - \$190,400
- Watertown Plank Road Parcel - \$17,000

The County Board and County Executive are required to approve the negotiated offer.

RECOMMENDATION

It is recommended that the Milwaukee County Board of Supervisors approve the easement price agreement negotiated with ATC. It is further recommended that the funds be placed in the Appropriations for Contingencies Account.

(ITEM NO.) A resolution to approve the American Transmission Company's (ATC) purchase of easements for the construction of the Western Milwaukee County Electric Reliability Transmission Line Project, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Western Milwaukee County Electric Reliability Project (WMCERP) consists of the construction of two new electric transmission lines to support a new electrical substation located at the WE Energies power plant on the County Grounds; and

WHEREAS, the American Transmission Company (ATC) will be constructing the new lines that will interconnect into the new substation; and

WHEREAS, the WMCERP was approved in early 2013 by the Public Service Commission of Wisconsin and, subsequently, ATC notified Milwaukee County of its request for easement to locate the high tension poles that will carry the transmission lines; and

WHEREAS, the County had 90 days to negotiate easement language and purchase price and DAS engaged an appraiser on behalf of all of the affected departments to determine the value of each requested easement; and

WHEREAS, ATC and County staff from the Parks, Transportation and Administrative Services Departments and Corporation Counsel were unable to come to an agreed upon price for the easements within the 90 day window; and

WHEREAS, therefore, ATC proceeded to arbitration on each of the parcels and, per Wisconsin State Statute 196.491(3e), commencement to arbitration automatically granted the easements rights to ATC; and

WHEREAS, as of last week, an agreement was reached on the price of all requested easements for a total offer of \$592,589.90; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby approve the easement price agreement negotiated with ATC; and

BE IT FURTHER RESOLVED, that the funds be placed in Org. 1945 - Appropriations for Contingencies Account.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 23, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Purchase of Easements by the American Transmission Company for the Western Milwaukee County Electric Reliability Transmission Line Project.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$592,589.90	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution will result in an increase in unanticipated revenue into the Appropriations for Contingencies Account (Org. 1945).

The price for each easement is as follows:

- Underwood Creek Parkway Bike Path Parcel - \$21,500
- Underwood Creek Parkway Wooded Wetland - \$9,300
- Access Easement (near 92th Street) - \$5,000
- Fleet Parcel - \$347,373.37
- CATC Parcel - \$190,400
- Watertown Plank Road Parcel - \$17,000

Department/Prepared By: Julie Esch, DAS Director of Operations

Approved by:



Did DAS-Fiscal Staff Review? ☐ Yes ☐ No ☒

Did CBDP Review?² ☐ Yes ☐ No ☐ Not Required ☒

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.



* 1 0 3 5 0 9 0 6 *

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
 Wis. Stat. Sec. 196.491(3e)

Document Number

DOC.# 10350906

RECORDED 04/15/2014 08:02AM
 JOHN LA FAVE
 REGISTER OF DEEDS
 Milwaukee County, WI
 AMOUNT: 30.00
 FEE EXEMPT #:

The undersigned grantor(s), Milwaukee County

a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as GRANTOR), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE),** its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of Block 2 in Homewood Subdivision and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 1,144 feet

Width: Approximately 131 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: 4

Maximum height above existing ground level: 112 feet

TRANSMISSION LINES:

Maximum nominal voltage:

138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Minimum height above existing landscape (existing ground level):

20.7 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company

Attn: Real Estate

P.O. Box 47

Waukesha, WI 53187-0047

Parcel Identification Number(s)

377-9984-00

378-0001-00

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

- 5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.
- 6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.
- 7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.
- 8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.
- 9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.
- 10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.
- 11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.
- 12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: CHRIS ABELE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Gornetzki known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary

George L. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/7/14

APPROVED
FOR
EXECUTION
[Signature]
CORPORATION COUNSEL



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: Joseph Gornetzki

Title: County Clerk

Grantor

EXHIBIT "A"
Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

—ADDENDUM—

The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A. _____

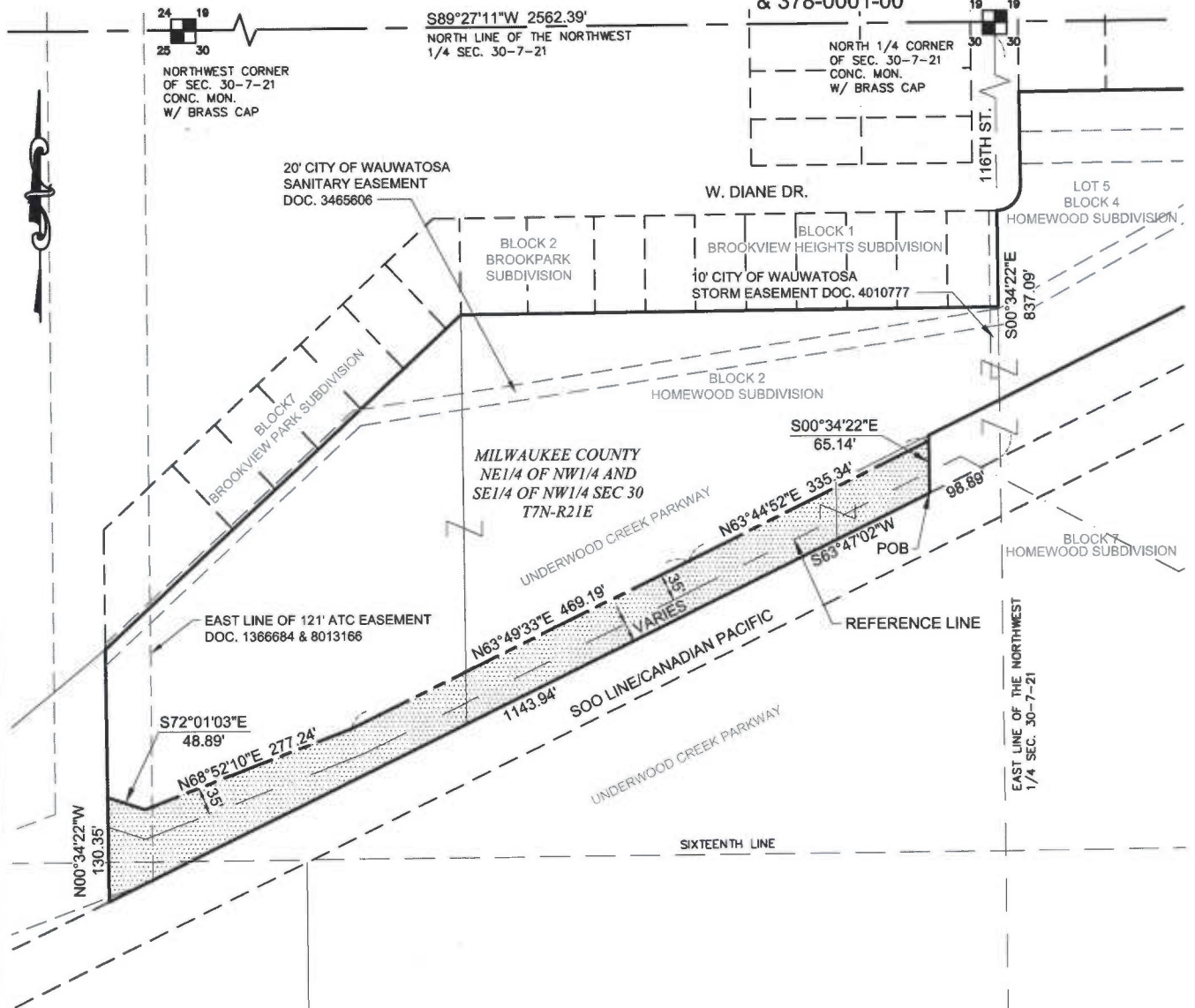
Witness: _____ Grantor: _____

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 377-9984-00
& 378-0001-00



LEGEND

- TRANSMISSION EASEMENT
- PROPERTY LINE
- ADJOINER / RIGHT OF WAY
- SECTION LINE

MAP KEY



ATC TRANSMISSION LINE
EASEMENT = 72,844 sq. ft.
(1.672 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



REVISIONS

Drawn :	MJP
Date:	11-12-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 377-9984-00
& 378-0001-00

A variable width easement which crosses a part of the grantor's premises, located in that part of Block 2 in Homewood Subdivision and the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the East line of said Northwest Quarter also being the East line of Block 2 in Homewood Subdivision, 837.09' to the North right of way line of the Soo Line/Canadian Pacific Railroad also being the South line of Block 2 in Homewood Subdivision; thence South 63°47'02" West along said North right of way line, 98.89' to the **Point of Beginning (POB)**; thence continuing **South 63°47'02" West** along said North right of way line, **1143.94'** to the West property line the grantor; thence **North 00°34'22" West** along said West line, **130.35'**; thence **South 72°01'03" East, 48.89'**; thence **North 68°52'10" East, 277.24'**; thence **North 63°49'33" East, 469.19'**; thence **North 63°44'52" East, 335.34'**; thence **South 00°34'22" East, 65.14'** to the **Point of Beginning**. Containing **72,844 square feet (1.672 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\377-9984-00\Basemap_for exhibit_Homewood B2.dwg

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY</p>	<div>REVISIONS</div> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>						Drawn : MJP
				Date: 11-12-2013				
Scale: NA								
PROJECT NUMBER 11-4969								
			SHEET NUMBER 2 OF 2					



* 1 0 3 5 0 9 0 5 *

DOC.# 10350905

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
 Wis. Stat. Sec. 196.491(3e)

Document Number

RECORDED 04/15/2014 08:02AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

The undersigned grantor(s), MILWAUKEE COUNTY

a **Municipal Corporation** duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as **GRANTOR**), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company** (herein after referred to as **GRANTEE**), its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of Block 7, part of Lots 1 and 2 of Block 5, and part of Block 1, all in Homewood Subdivision, located in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 30, and part of the Southeast 1/4 of the Southeast 1/4 of Section 19, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:Length: Approximately 2,921 feetWidth: Approximately 87 feet**TRANSMISSION STRUCTURES:**

Type: Monopole

Number: 8Maximum height above existing ground level: 116 feet**TRANSMISSION LINES:**

Maximum nominal voltage:

138,000 voltsNumber of circuits: 1Number of conductors: 3Number of static wires: 1

Minimum height above existing landscape (existing ground level):

20.7 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company

Attn: Real Estate

P.O. Box 47

Waukesha, WI 53187-0047

Parcel Identification Number(s)

378-0053-03 375-9992-02

378-0024-00

378-9996-00

378-0008-00

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.

7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.

8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.

11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)

Signature

Printed Name: CHRIS ABELE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE) SS

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarniecki known to be the person(s) who executed the foregoing instrument and acknowledged same.

APPROVED
FOR
EXECUTION

[Signature]
CORPORATION COUNSEL

Signature of Notary

George L. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/17/14



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)

Signature

Printed Name: Joseph Czarniecki

Title: County Clerk

Grantor

EXHIBIT "A"
Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

—ADDENDUM—

~~The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.~~

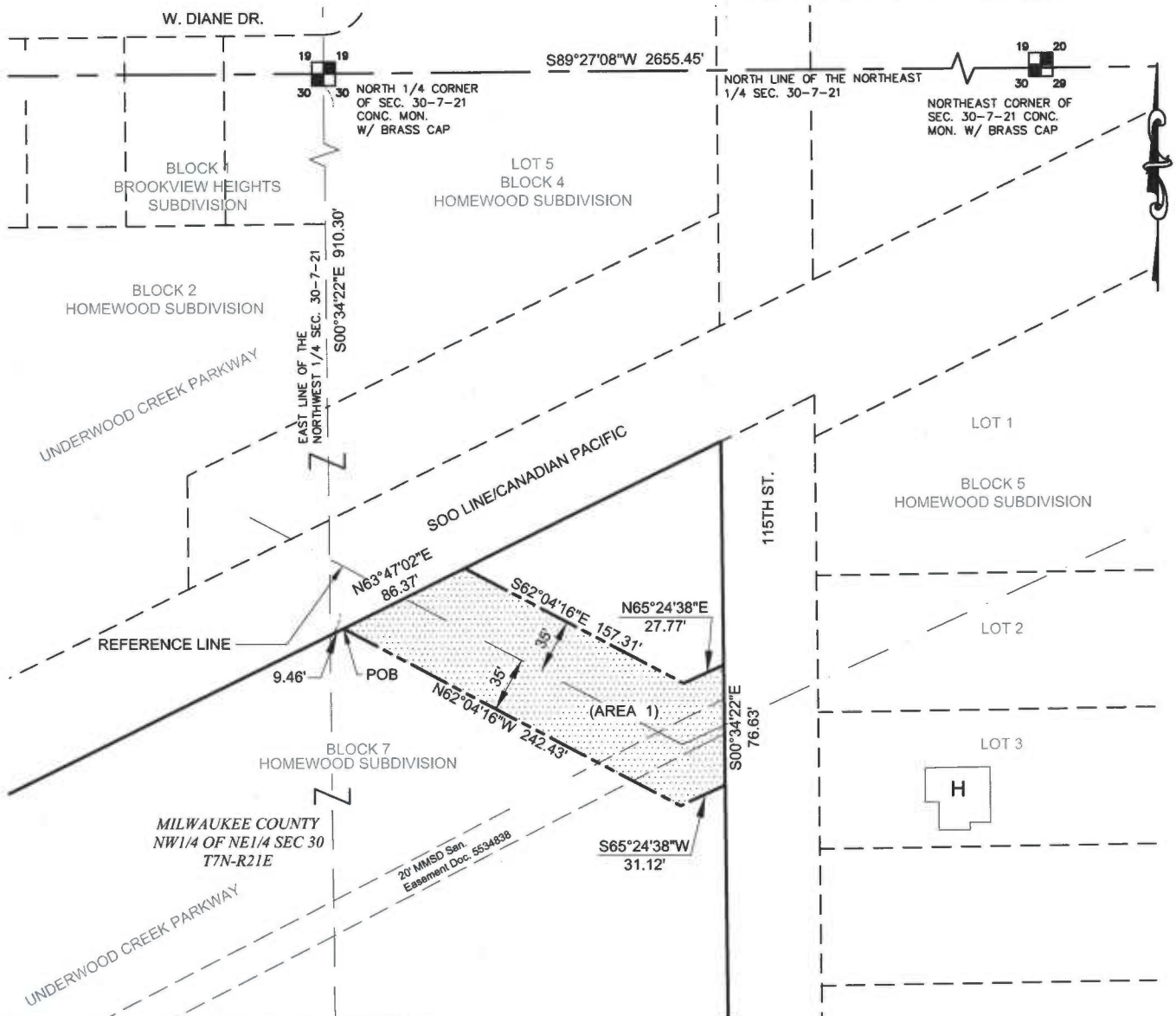
~~Witness: _____ Grantor: _____~~

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-0053-03



LEGEND

- TRANSMISSION EASEMENT
- PROPERTY LINE
- ADJOINER / RIGHT OF WAY
- SECTION LINE

MAP KEY



ATC TRANSMISSION LINE EASEMENT (AREA 1)
= 16,052 sq. ft. (0.368 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



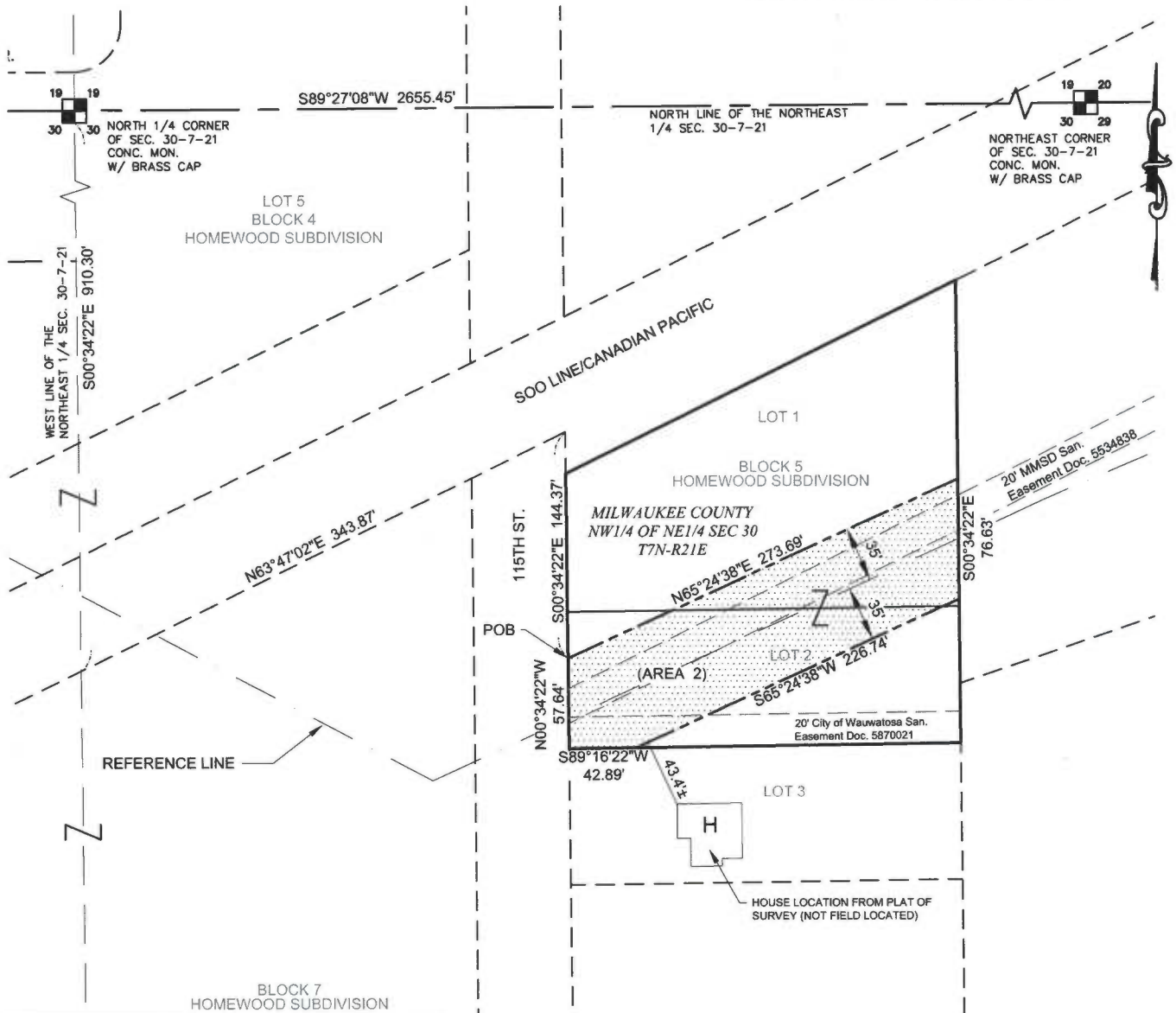
REVISIONS

Drawn : MJP
Date: 11-01-2013
Scale: 1" = 100'
PROJECT NUMBER 11-4969
SHEET NUMBER 1 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-0024-00



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT (AREA 2) = 18,751 sq. ft. (0.430 acres) +/-

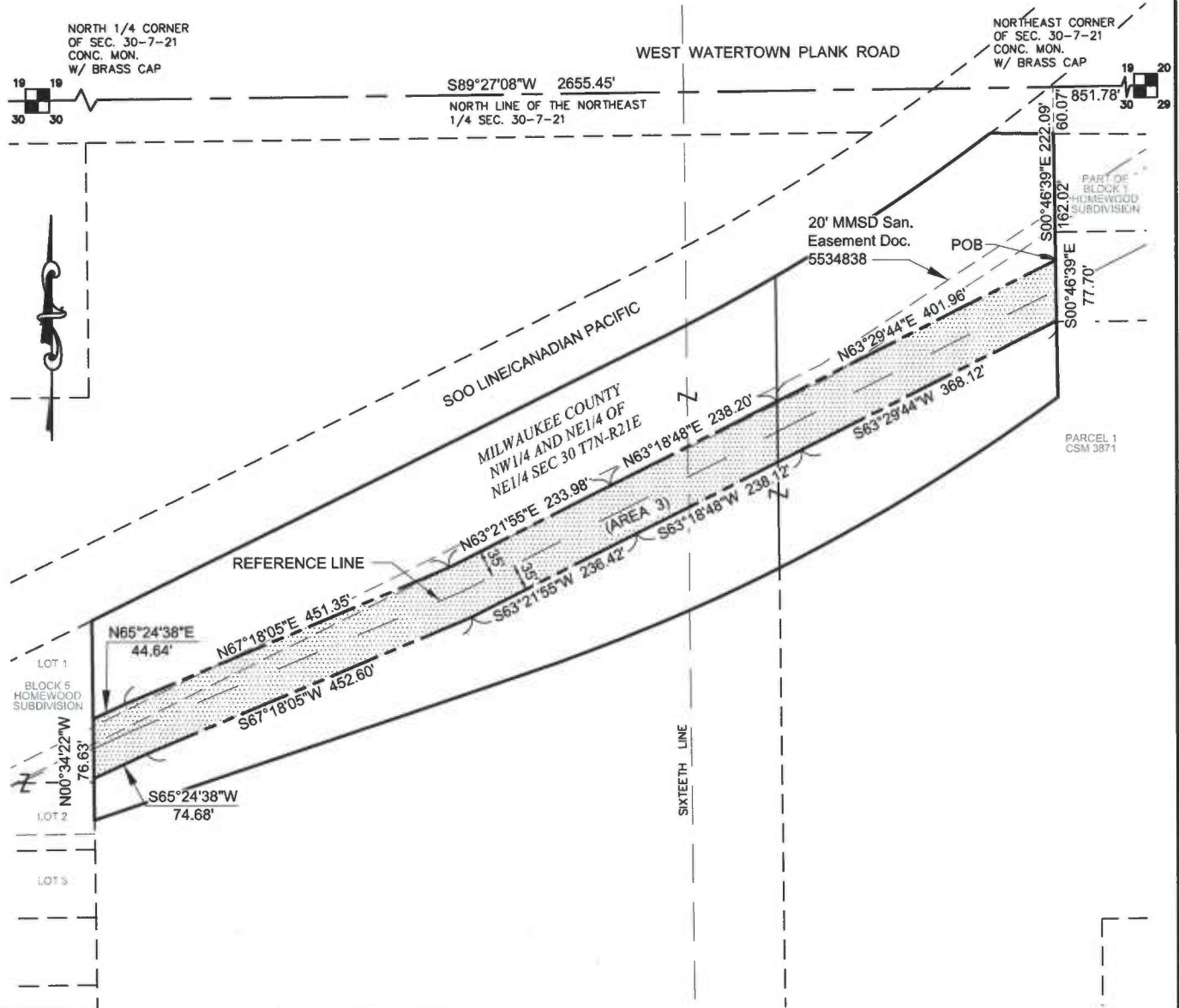
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

 JSD Professional Services, Inc. Engineers • Surveyors • Planners	 ATC AMERICAN TRANSMISSION COMPANY	SCALE IN FEET 0 100'	Drawn : MJP
		REVISIONS	Date: 11-01-2313 Scale: 1" = 100' PROJECT NUMBER: 11-4969 SHEET NUMBER: 2 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-9996-00



LEGEND

- TRANSMISSION EASEMENT
- PROPERTY LINE
- ADJOINER / RIGHT OF WAY
- SECTION LINE

MAP KEY



ATC TRANSMISSION LINE EASEMENT (AREA 3)
= 95,898 sq. ft. (2.202 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



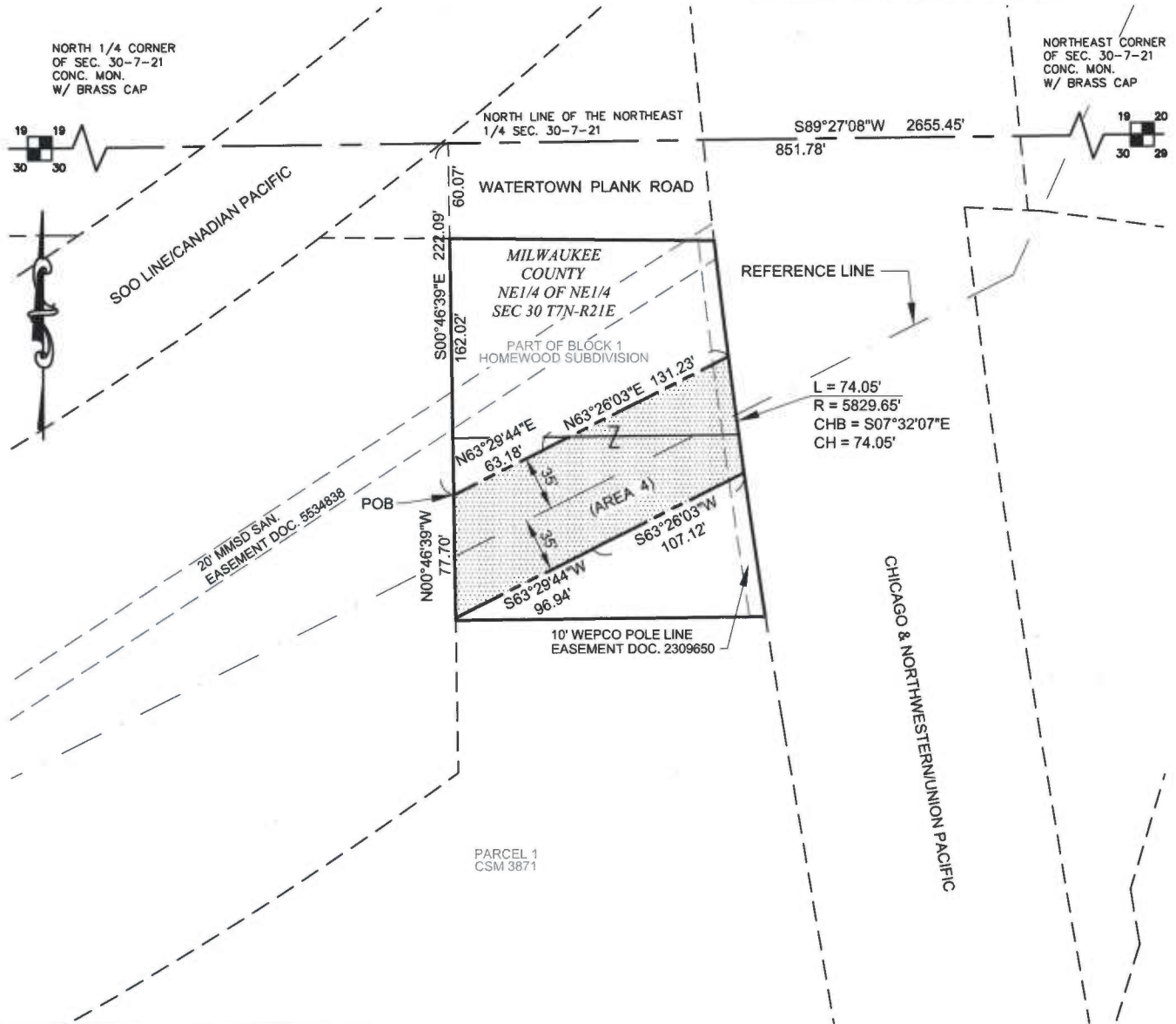
REVISIONS

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	3 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-0008-00



LEGEND

- TRANSMISSION EASEMENT
- PROPERTY LINE
- ADJOINER / RIGHT OF WAY
- SECTION LINE

MAP KEY



ATC TRANSMISSION LINE EASEMENT (AREA 4)
= 13,941 sq. ft. (0.320 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



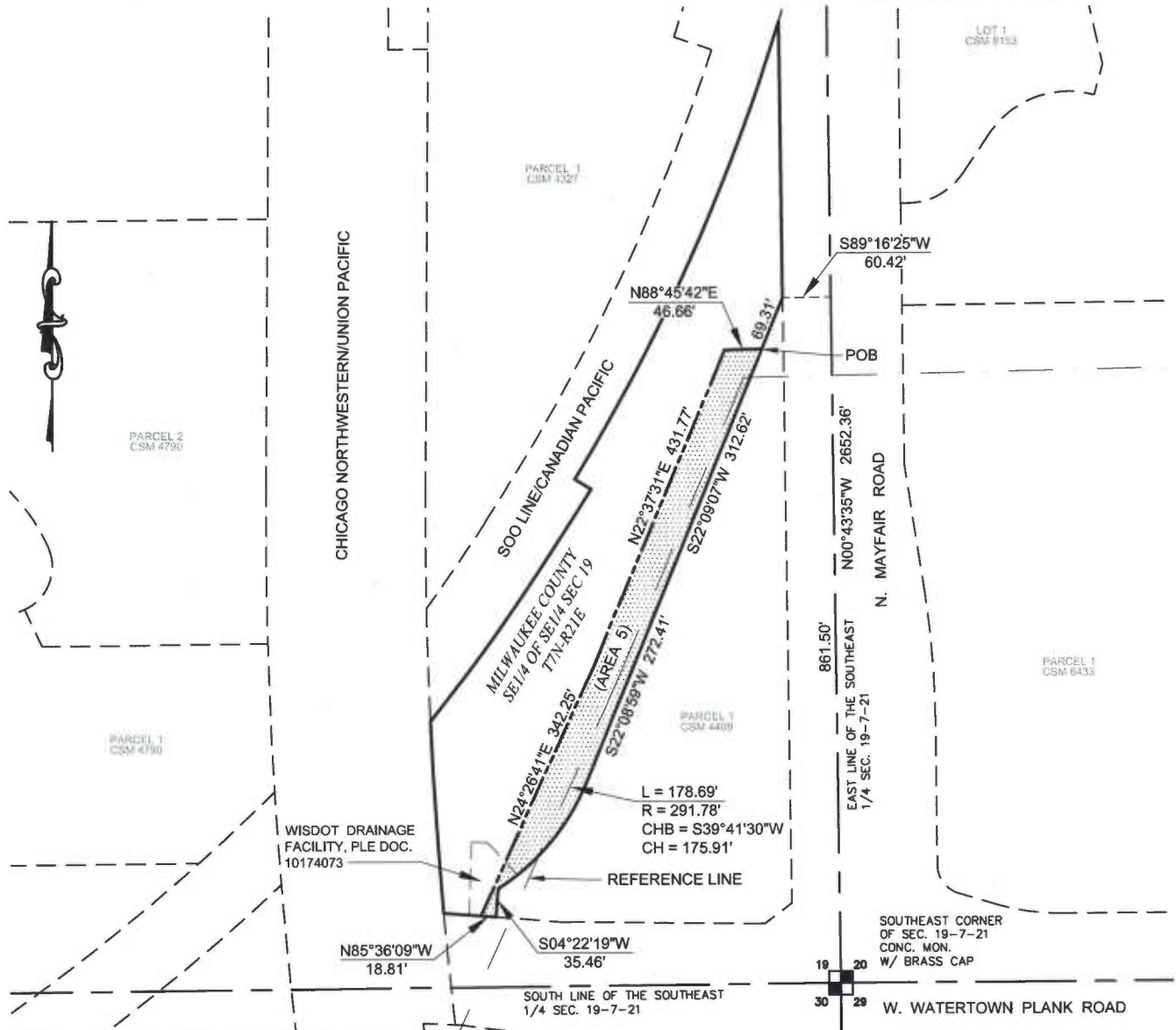
REVISIONS

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 100'
PROJECT NUMBER	11-4969
SHEET NUMBER	4 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 375-9992-02



LEGEND

- TRANSMISSION EASEMENT
- PROPERTY LINE
- ADJOINER / RIGHT OF WAY
- SECTION LINE

MAP KEY

ATC TRANSMISSION LINE EASEMENT (AREA 5)
= 34,274 sq. ft. (0.787 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



REVISIONS

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	5 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232

(AREA 1 TAX KEY NUMBER: 378-0053-03) (SEE SHEET 1 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, being a part of Block 7 in Homewood Subdivision in the Northwest Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the West line of said Northeast Quarter, 910.30' to the South right of way line of the Soo Line/Canadian Pacific Railroad and the North property line of the grantor also being the North line of Block 7 in Homewood Subdivision; thence North 63°47'02" East along said North property line of the grantor, 9.46' to the **Point of Beginning (POB)**; thence continuing **North 63°47'02" East** along said North property line of the grantor, **86.37'**; thence **South 62°04'16" East, 157.31'**; thence **North 65°24'38" East, 27.77'** to the West right of way line of North 115th Street; thence **South 00°34'22" East** along said West line, **76.63'**; thence **South 65°24'38" West, 31.12'**; thence **North 62°04'16" West, 242.43'** to the aforesaid North property line of the grantor and the **Point of Beginning**. Containing **16,052 square feet (0.368 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 2 TAX KEY NUMBER: 378-0024-00) (SEE SHEET 2 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, that part of Lots 1 and 2 of Block 5 in Homewood Subdivision in the Northwest Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the West line of said Northeast Quarter, 910.30' to the South right of way line of the Soo Line/Canadian Pacific Railroad; thence North 63°47'02" East along said South right of way line, 343.87' to the East right of way line of North 115th Street also being the West line of the aforesaid Block 5 in Homewood Subdivision extended; thence South 00°34'22" East along said West line of Block 5, 144.37' to the **Point of Beginning (POB)**; thence **North 65°24'38" East, 273.69'** to the East property line of the grantor also being the East line of said Block 5; thence **South 00°34'22" East** along said East line of the grantor, **76.63'**; thence **South 65°24'38" West, 226.74'** to the South property line of the grantor; thence **South 89°16'22" West** along said South line, **42.89'** to the aforesaid East right of way line of North 115th Street; thence **North 00°34'22" West, 57.64'** to the **Point of Beginning**. Containing **18,751 square feet (0.430 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 3 TAX KEY NUMBER: 378-9996-00) (SEE SHEET 3 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, located in the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the East property line of the grantor extended also being the West line of Block 1 in Homewood Subdivision; thence South 00°46'39" East along said East line extended, 222.09' to the **Point of Beginning (POB)**; thence continuing **South 00°46'39" East** along said East line, **77.70'**; thence **South 63°29'44" West, 368.12'**; thence **South 63°18'48" West, 238.12'**; thence **South 63°21'55" West, 236.42'**; thence **South 67°18'05" West, 452.60'**; thence **South 65°24'38" West, 74.68'** to the West property line of the grantor also being the East line of Block 5 in Homewood Subdivision; thence **North 00°34'22" West** along said West property line, **76.63'**; thence **North 65°24'38" East, 44.64'**; thence **North 67°18'05" East, 451.35'**; thence **North 63°21'55" East, 233.98'**; thence **North 63°18'48" East, 238.20'**; thence **North 63°29'44" East, 401.96'** to the aforesaid East property line of the grantor and to the **Point of Beginning**. Containing **95,898 square feet (2.202 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



REVISIONS

Drawn :	MJP
Date:	11-01-2013
Scale:	NA
PROJECT NUMBER	11-4969
SHEET NUMBER	6 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232

(AREA 4 TAX KEY NUMBER: 378-0008-00) (SEE SHEET 4 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, being part of Block 1 in Homewood Subdivision, located in the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the West line of said Block 1, being the West property line of the grantor extended; thence South 00°46'39" East along said West property line extended, 222.09' to the **Point of Beginning (POB)**; thence **North 63°29'44" East, 63.18'**; thence **North 63°26'03" East, 131.23'** to the East property line of the grantor also being the West right of way line of the Chicago & Northwestern/Union Pacific Railroad and the start of a non-tangent curve to the left; thence southerly **74.05'** along said east line of the grantor and curve to the left, whose **Radius is 5829.65'** and whose chord bears **South 07°32'07" East, 74.05'**; thence **South 63°26'03" West, 107.12'**; thence **South 63°29'44" West, 96.94'** to the aforesaid West property line of the grantor; thence **North 00°46'39" West** along said West line, **77.70'** to the **Point of Beginning**. Containing **13,941 square feet (0.320 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 5 TAX KEY NUMBER: 375-9992-02) (SEE SHEET 5 OF 7)

A variable width easement which crosses a part of the grantor's premises, located in the Southeast Quarter of the Southeast Quarter of Section 19, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southeast Corner of said Section 19; thence North 00°43'35" West along the East line of said Southeast Quarter, 861.50'; thence South 89°16'25" West, 60.42' to the West right of way line of North Mayfair Road and the North corner of Parcel 1 of CSM 4409; thence South 22°09'07" West along the West line of CSM 4409 also being the East property line of the grantor, 69.31' to the **Point of Beginning (POB)**; thence continuing **South 22°09'07" West** along said East property line, **312.62'**; thence continuing **South 22°08'59" West** along said East property line, **272.41'** to the start of a curve to the right; thence **Southwesterly** along said curve to the right **178.69'**, whose **Radius is 291.78'** and whose Chord bears **South 39°41'30" West, 175.91'** to a non-tangent line; thence **South 04°22'19" West, 35.46'** to the North right of way line of West Watertown Plank Road; thence **North 85°36'09" West** along said North right of way line, **18.81'**; thence **North 24°26'41" East, 342.25'**; thence **North 22°37'31" East, 431.77'**; thence **North 88°45'42" East, 46.66'** to the aforesaid East property line of the grantor and to the **Point of Beginning**. Containing **34,274 square feet (0.787 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Total area containing **178,916 square feet (4.107 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



Drawn :	MJP
Date:	11-01-2013
Scale:	NA
PROJECT NUMBER	11-4969
SHEET NUMBER	7 OF 7

REVISIONS



DOC.# 10350909

RECORDED 04/15/2014 08:02AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Document Number

The undersigned grantor(s), MILWAUKEE COUNTY

a **Municipal Corporation** duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as **GRANTOR**), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company** (herein after referred to as **GRANTEE**), its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Lot 2 of CSM 7371, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 989 feet

Width: Approximately 75 feet

TRANSMISSION LINES:

Maximum nominal voltage:

138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Minimum height above existing landscape (existing ground level):

20.7 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: 3

Maximum height above existing ground level: 105 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company

Attn: Real Estate

P.O. Box 47

Waukesha, WI 53187-0047

Parcel Identification Number(s)

374-9999-20

374-9999-16

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

- 5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

- 6) Grantee understands that this Easement partially encumbers a road that Grantor uses and maintains for its operations. Grantee agrees that it shall not block the portion of the road that lies outside of the Easement Strip. Grantee also agrees, while performing any operations within the easement and on the road it will conduct such operations such that at least a single lane of ingress and egress for Grantor's vehicles and equipment will be open for Grantor's use. Except in emergencies, Grantee will provide reasonable advance notice to Grantor of its intention to perform any activities within the Easement Strip.
- 7) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.
- 8) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.
- 9) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.
- 10) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.
- 11) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.
- 12) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein, except the GRANTOR and GRANTEE are aware that the GRANTOR is negotiating with the owners of 1200 N. Mayfair Rd. for the sale of a portion of the lands described herein, and that the potential existence of the easement granted herein has been a part of such negotiations. GRANTOR represents that the negotiations with the owners of 1200 N. Mayfair Rd. are ongoing, but that the actual sale has not taken place as of this date, and will not take place any sooner than 10 days after this date.
- 13) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 14) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)

Signature

Printed Name: CHRIS ABLE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarnetzki known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary

George H. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/17/14



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: Joseph Czarnetzki

Title: County Clerk

Grantor

APPROVED
FOR
EXECUTION
[Signature]
CORPORATION COUNSEL

EXHIBIT "A"

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.

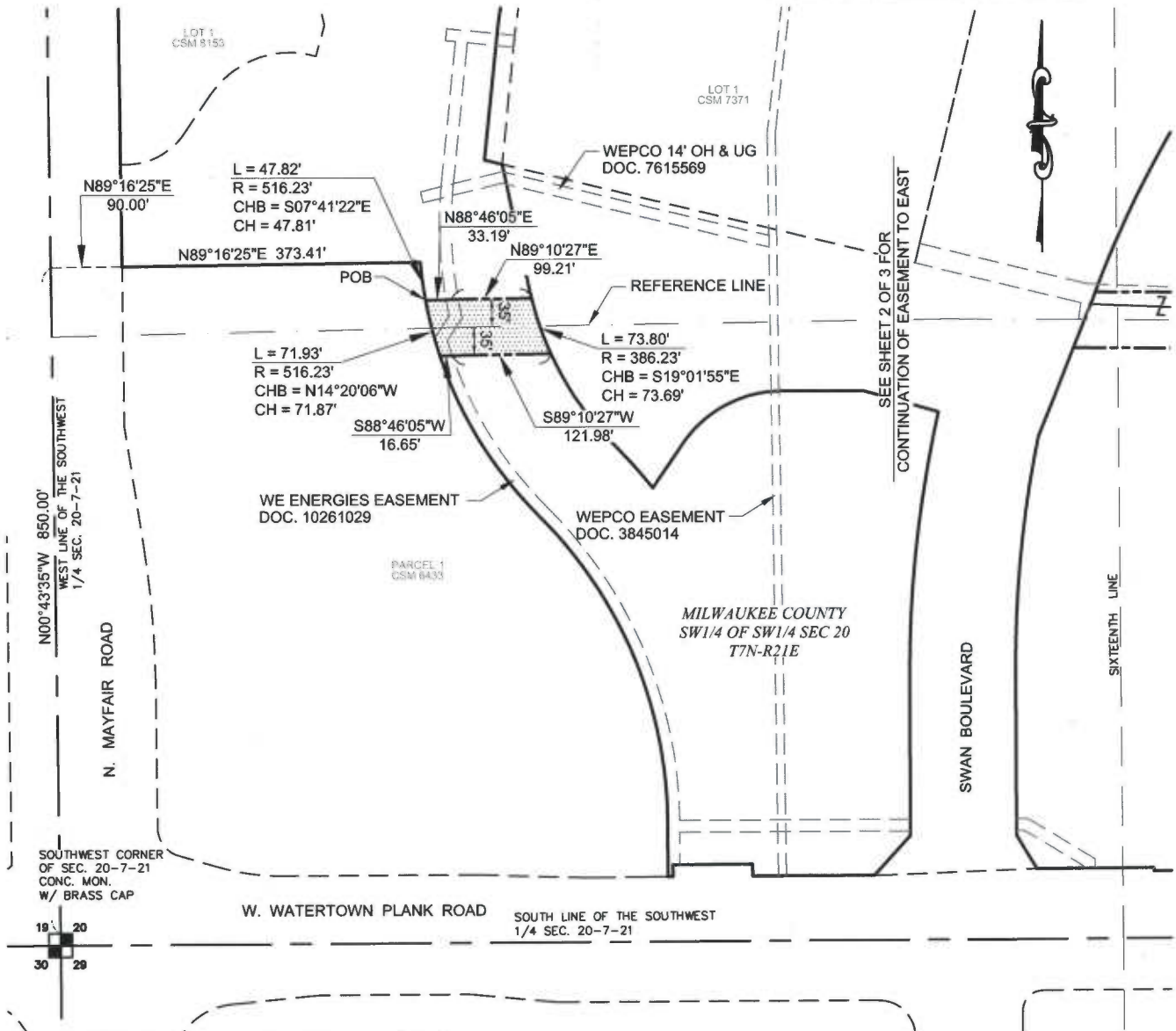
Witness: _____ Grantor: _____

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 374-9999-20



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT = 9,459 sq. ft. (0.217 acres) +/-

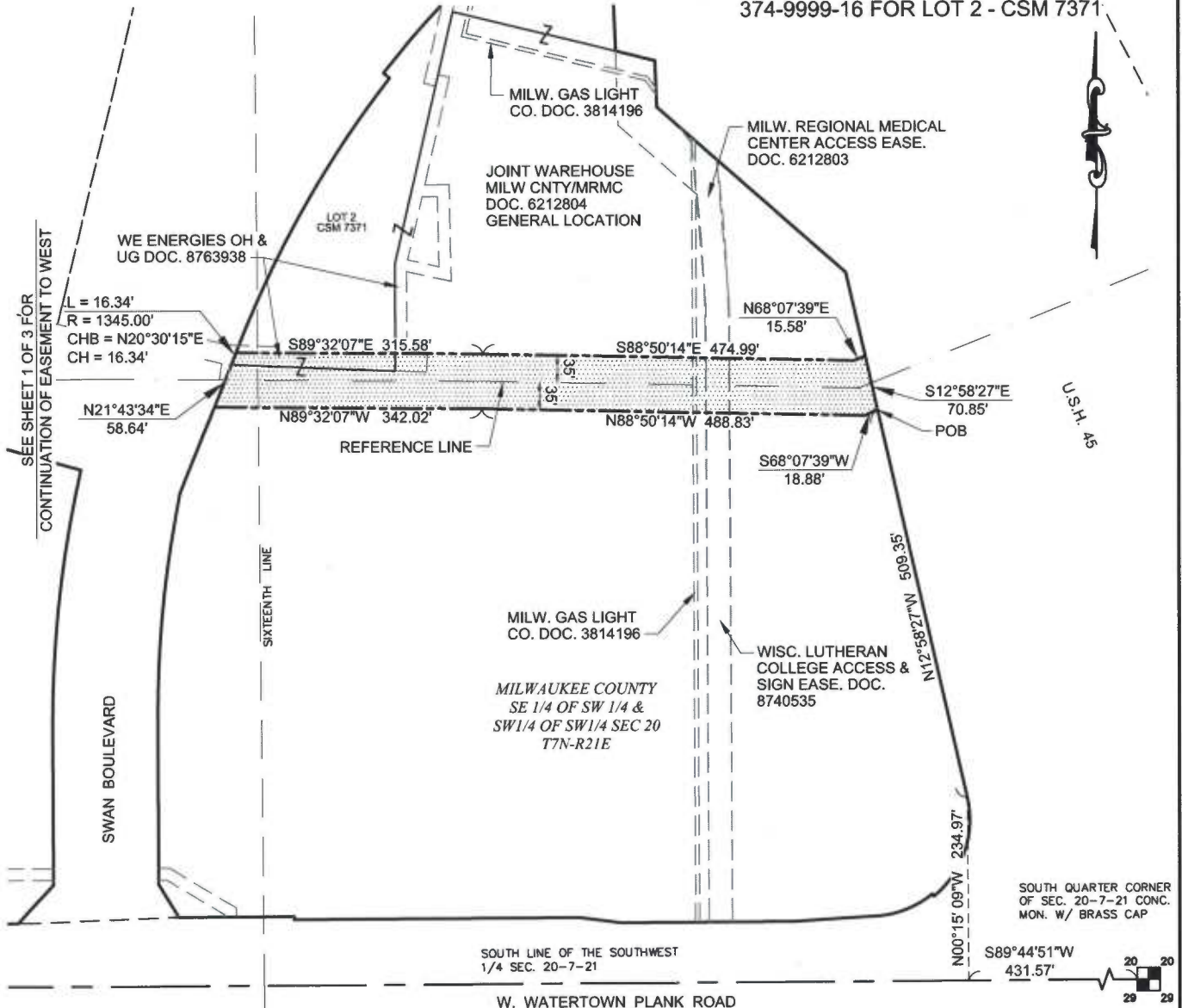
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

<div>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</div>	<div>ATC AMERICAN TRANSMISSION COMPANY</div>	<div>SCALE IN FEET</div> <div></div> <div>0200'</div>	Drawn : MJP
			Date: 12-10-2013
		REVISIONS	Scale: 1" = 200'
			PROJECT NUMBER 11-4969
			SHEET NUMBER 1 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 374-9999-20 &
374-9999-16 FOR LOT 2 - CSM 7371



---	TRANSMISSION EASEMENT
---	PROPERTY LINE
---	ADJOINER / RIGHT OF WAY
---	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT = 57,944 sq. ft. (1.330 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

<div>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</div>	<div>ATC AMERICAN TRANSMISSION COMPANY</div>	<div>SCALE IN FEET</div> <div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>0200'</div></div>	Drawn : MJP
			Date: 12-10-2013
			Scale: 1" = 200'
			PROJECT NUMBER 11-4969
		REVISIONS	SHEET NUMBER 2 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 374-9999-20 &
374-9999-16 FOR LOT 2 - CSM 7371

A 70 foot wide easement which crosses a part of the grantor's premises, located in the Southwest Quarter of the Southwest Quarter of Section 20, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Section 20; thence North 00°43'35" West along the West line of said Southwest Quarter, 850.00'; thence North 89°16'25" East, 90.00' to the East right of way line of North Mayfair Road and the Northwest corner of Parcel 1 of CSM 6433, thence continuing North 89°16'25" East along the North line of said CSM 6433, 373.41' to the Northeast corner of said CSM 6433 and the start of a non-tangent curve to the Left; thence Southeasterly, 47.82' along the East line of CSM 6433 and said curve to the left also being the West property line of the grantor, whose Radius is 516.23' and whose chord bears South 07°41'22" East, 47.81' to a non-tangent line and the **Point of Beginning (POB)**; thence **North 88°46'05" East, 33.19'**; thence **North 89°10'27" East, 99.21'** to the West right of way line of Swan Boulevard and the East property line of the grantor also the start of a non-tangent curve to the left; thence **Southeasterly, 73.80'** along said East line of the grantor and the West right of way line of Swan Boulevard and curve to the left whose, **Radius is 386.23'** and whose chord bears **South 19°01'55" East, 73.69'** to a non-tangent line; thence **South 89°10'27" West, 121.98'**; thence **South 88°46'05" West, 16.65'** to the aforesaid West property line of the grantor and to the start of a non-tangent curve to the right also being the aforesaid East line of CSM 6433; thence **Northerly, 71.93'** along said West line of the grantor, whose **Radius is 516.23'** and whose chord bears **North 14°20'06" West, 71.87'** to the **Point of Beginning**. Containing **9,459 square feet (0.217 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Also a 70 foot wide easement which crosses a part of the grantor's premises, located in that part of Lot 2 of CSM 7371 and the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 20, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the South Quarter Corner of said Section 20; thence South 89°44'51" West along the South line of said Southwest Quarter, 431.57'; thence North 00°15'09" West, 234.97' to the West right of way line of U.S.H. 45 and the East property line of the grantor; thence North 12°58'27" West along the West right of way line of U.S.H. 45 and said East property line of the grantor, 509.35' to the **Point of Beginning (POB)**; thence **South 68°07'39" West, 18.88'**; thence **North 88°50'14" West, 488.83'**; thence **North 89°32'07" West, 342.02'** to the East right of way line of Swan Boulevard and the West property line of the grantor; thence **North 21°43'34" East, 58.64'** along said West property line to the start of a curve to the right; thence Northeasterly **16.34'** along the West line of the grantor and said curve to the right whose **Radius is 1345.00'** and whose chord bears **North 20°30'15" East, 16.34'** to a non-tangent line; thence **South 89°32'07" East, 315.58'**; thence **South 88°50'14" East, 474.99'**; thence **North 68°07'39" East, 15.58'** to the aforesaid West right of way line of U.S.H. 45 and the aforesaid East property line of the grantor; thence **South 12°58'27" East** along said East property line of the grantor, **70.85'** to the **Point of Beginning**. Containing **57,944 square feet (1.330 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Combined totals containing **67,403 square feet (1.547 acres)** more or less.

		<div>REVISIONS</div> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>						Drawn : MJP
				Date: 12-10-2013				
Scale: NA								
		PROJECT NUMBER 11-4969						
		SHEET NUMBER 3 OF 3						

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\374-9999-15.dwg



DOC.# 10350903

RECORDED 04/15/2014 08:02AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

ACCESS EASEMENT

Document Number

THIS INDENTURE, made by and between **MILWAUKEE COUNTY**, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "Grantor", and **AMERICAN TRANSMISSION COMPANY LLC**, a Wisconsin limited liability company, hereinafter called "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of lands being a part of the Southwest 1/4 of the Southwest 1/4 of Section 21, and part of the Northwest 1/4 of the Northwest 1/4 of Section 28, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, as shown on the attached drawing marked Exhibit "A", and

WHEREAS, Grantee desires to acquire a permanent easement for purposes of access to an electric substation owned by others. Such access will be over Grantor's land from Watertown Plank Road, and

WHEREAS, Grantor is willing to grant a permanent easement to Grantee for access purposes;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby give and grant unto Grantee a permanent easement for 24-hour unrestricted access upon, over and across premises of Grantor.

The approximate location of the permanent access easement is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

THIS PERMANENT ACCESS EASEMENT is granted upon the following terms and conditions:

1. Grantee shall use the permanent access easement for vehicular and/or pedestrian traffic only and in such a manner that it will not interfere with or create a hazard to the operations, equipment or improvements of Grantor. Grantee agrees that no vehicles or equipment will be parked or materials of any kind will be stored temporarily or permanently on said easement strip.
2. Grantee shall, in the use of said easement strip, comply with all laws, ordinances, rules and regulations of the City of Wauwatosa and Milwaukee County and other governmental bodies having jurisdiction over the operations of Grantee.
3. This easement is nonexclusive and Grantor reserves the right to grant rights to others for such other purposes as Grantor may deem necessary, as long as such rights granted in others do not unreasonably impact Grantee's ability to exercise its full rights contained herein.
4. The Grantor reserves the right, at its expense, to change the locations of such access easement from time to time, provided, however, that any such changed location shall provide reasonably convenient access sufficient for Grantee's purposes at all times. If the access easement shall be relocated by the Grantor, the Grantee and Grantor shall execute a recordable document amending the legal description thereof, and such document shall be recorded with the Register of Deeds of Milwaukee County.
5. Grantee shall be responsible for the cost and expense of maintenance of the access easement, which costs may be shared jointly with other entities holding easement rights to the property subject to this access easement. Grantor shall not be responsible for costs of operation and maintenance of the property that is subject to this access easement.

Recording Area

Name and Return Address
AMERICAN TRANSMISSION COMPANY
REAL ESTATE DEPARTMENT
PO BOX 47
WAUKESHA, WI 53187-0047

Parcel Identification Number(s)
372-9999-17
381-9999-20

6. GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

The covenants herein contained shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this 3 day of April, 2014.

In Presence of:

[Signature]

[Signature]

[Signature] (SEAL)
Chris Abele, County Executive

[Signature] (SEAL)

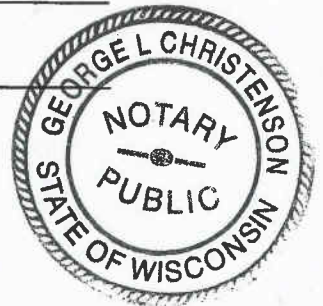
STATE OF WISCONSIN)

: SS
COUNTY OF MILWAUKEE

Personally came before me this 3rd day of April, 2014, the above named Chris Abele, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin
My commission expires 8/17/14



STATE OF WISCONSIN)

: SS
COUNTY OF MILWAUKEE

Personally came before me this 3rd day of April, 2014, the above named Joseph Cronin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

FOR
EXECUTION
[Signature]
CORPORATION COUNSEL.

[Signature]

Notary Public, State of Wisconsin
My commission expires 8/17/14



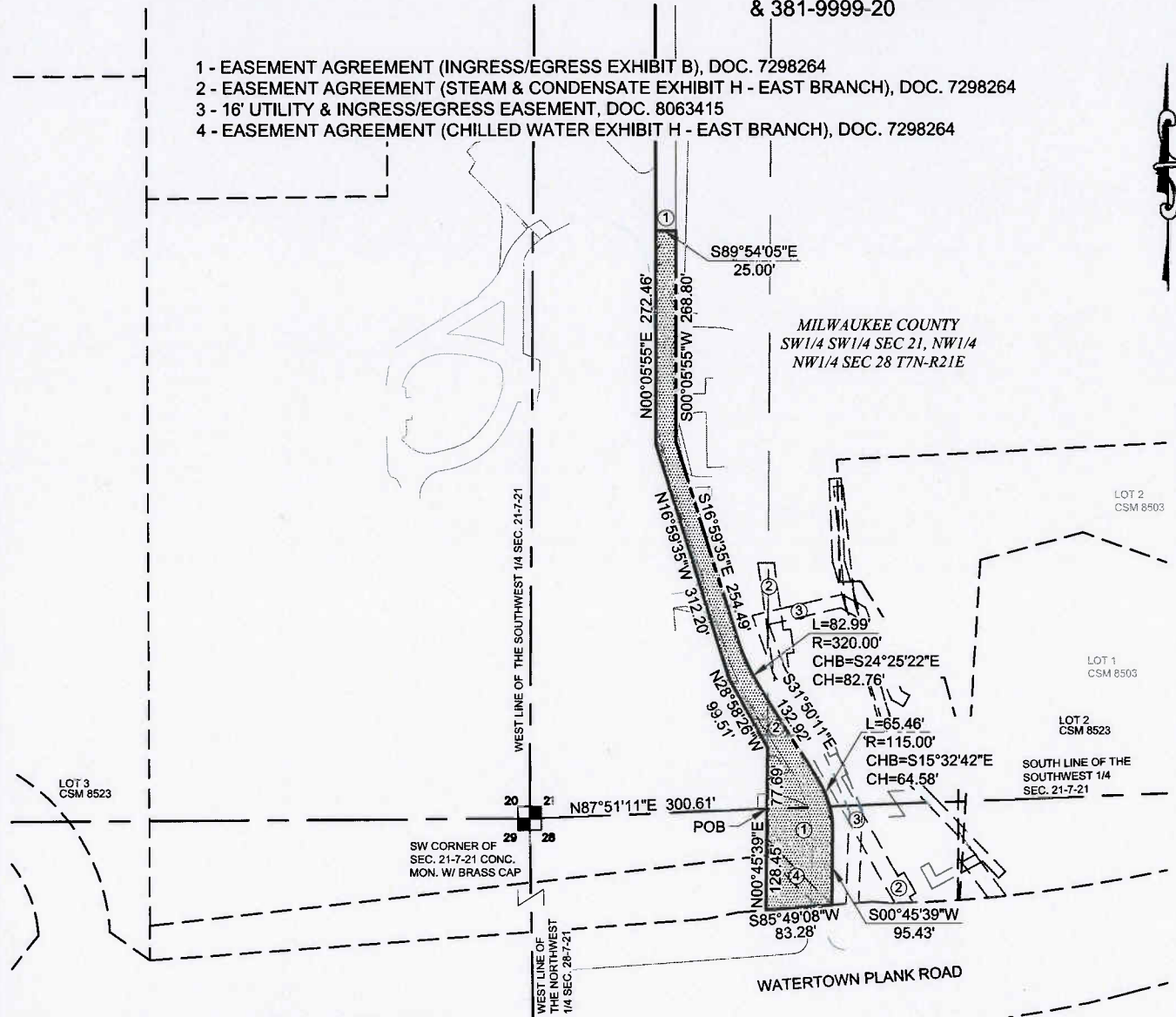
This instrument was drafted by Kim Stratton on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53233
TAX KEY NUMBER: 372-9999-17
& 381-9999-20

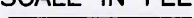
- 1 - EASEMENT AGREEMENT (INGRESS/EGRESS EXHIBIT B), DOC. 7298264
- 2 - EASEMENT AGREEMENT (STEAM & CONDENSATE EXHIBIT H - EAST BRANCH), DOC. 7298264
- 3 - 16' UTILITY & INGRESS/EGRESS EASEMENT, DOC. 8063415
- 4 - EASEMENT AGREEMENT (CHILLED WATER EXHIBIT H - EAST BRANCH), DOC. 7298264



LEGEND	
	ACCESS EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC ACCESS EASEMENT = 32,939 sq. ft. (0.756 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

<div>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</div>	<div>ATC AMERICAN TRANSMISSION COMPANY</div>	SCALE IN FEET		Drawn : MJP
		<div> 0200'</div>		Date: 12-10-2013
				Scale: 1" = 200'
				PROJECT NUMBER 11-4969
		REVISIONS		SHEET NUMBER 1 OF 2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53233
TAX KEY NUMBER: 372-9999-17
& 381-9999-20

A variable width access easement which crosses a part of the grantor's premises, located in the Southwest Quarter of the Southwest Quarter of Section 21 and the Northwest Quarter of the Northwest Quarter of Section 28, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Section 21; thence North 87°51'11" East along the South line of said Southwest Quarter, 300.61' to the West property line of the grantor and to the **Point of Beginning (POB)**; thence **North 00°45'39" East** along said West property line of the grantor, **77.69'**; thence **North 28°58'26" West** along said West property line of the grantor, **99.51'**; thence **North 16°59'35" West** along said West property line of the grantor, **312.20'**; thence **North 00°05'55" East** along said West property line of the grantor, **272.46'**; thence **South 89°54'05" East**, **25.00'**; thence **South 00°05'55" West**, **268.80'**; thence **South 16°59'35" East**, **254.49'** to the start of a curve to the left, thence **82.99'** along said curve to the left whose radius is **320.00'** and whose chord bears **South 24°25'22" East**, **82.76'**; thence **South 31°50'11" East**, **132.92'** to the start of a curve to the right, thence **65.46'** along said curve to the right whose radius is **115.00'** and whose chord bears **South 15°32'42" East**, **64.58'**; thence **South 00°45'39" West**, **95.43'** to the North right of way of Watertown Plank Road; thence **South 85°49'08" West** along said North right of way of Watertown Plank Road, **83.28'**; thence **North 00°45'39" East**, **128.45'** to the **Point of Beginning**. Containing **32,939 square feet (0.756 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\372-9999-012_010_009\BumRWp_for exhibit_MJC access.dwg

				Drawn : MJP	
				Date: 12-10-2013	
				Scale: NA	
				PROJECT NUMBER 11-4969	
		REVISIONS			SHEET NUMBER 2 OF 2



* 1 0 3 5 0 9 0 7 *

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
 Wis. Stat. Sec. 196.491(3e)

Document Number

DOC.# 10350907

RECORDED 04/15/2014 08:02AM
 JOHN LA FAVE
 REGISTER OF DEEDS
 Milwaukee County, WI
 AMOUNT: 30.00
 FEE EXEMPT #:

The undersigned grantor(s), MILWAUKEE COUNTY

a **Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as GRANTOR)**, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE)**, its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 1,026 feet

Width: Approximately 70 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: 1

Maximum height above existing ground level: 105 feet

TRANSMISSION LINES:

Maximum nominal voltage:

138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Minimum height above existing landscape (existing ground level):

20.7 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company

Attn: Real Estate

P.O. Box 47

Waukesha, WI 53187-0047

Parcel Identification Number(s)

380-9999-09

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

- 5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.
- 6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.
- 7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.
- 8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.
- 9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.
- 10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.
- 11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.
- 12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

It is understood and agreed that the Landowner shall have the right to maintain the present existing building within the above described strip of land; however, the Landowner agrees not to enlarge or improve said building or install any antennae or other appendages on said building which will cause Grantee's facilities to be in violation of any applicable laws and governmental regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto, or perform any work on said building other than normal maintenance of said structure within said described strip of land. It is understood and agreed, however, that the Landowner has the right to repair the existing structure within its present boundaries in said strip of land, in the event of destruction, damage or deterioration.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: CHRIS ABELE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarnetzki known to be the person(s) who executed the foregoing instrument and acknowledged same.

APPROVED
FOR
EXECUTION
Paul Rychter
CORPORATION COUNSEL



[Signature]
Signature of Notary

George L. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/17/14

WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: Joseph Czarnetzki

Title: County Clerk

Grantor

EXHIBIT "A"
Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

~~The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.~~

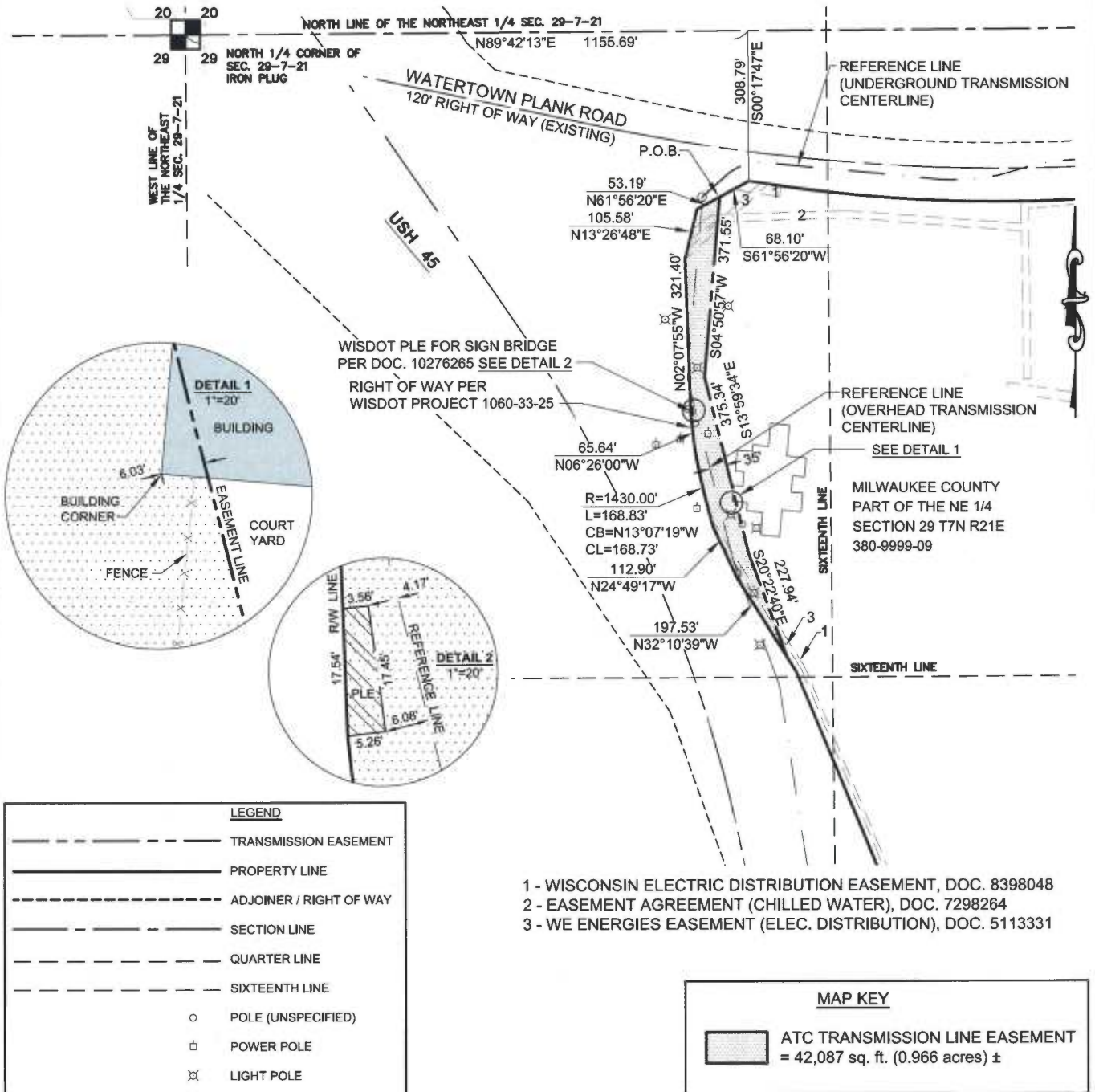
~~Witness: _____ Grantor: _____~~

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9th ST. ROOM 105
MILWAUKEE, WI 53233
TAX KEY NUMBER: 380-9999-09



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

<p>JSD Professional Services, Inc. Engineers • Surveyors • Planners</p>	<p>ATC AMERICAN TRANSMISSION COMPANY</p>	<p>SCALE IN FEET</p> <p>0 300'</p> <p>REVISIONS</p>	<p>Drawn : MJP</p> <p>Date: 11-25-2013</p> <p>Scale: 1" = 300'</p> <p>PROJECT NUMBER 11-4969</p> <p>SHEET NUMBER 1 OF 2</p>
--	---	---	--

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9th ST., ROOM 105
MILWAUKEE, WI 53233
TAX KEY NUMBER: 380-9999-09

A variable width easement which crosses a part of grantor's premises, located in the Northeast Quarter of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter corner of said Section 29; thence North 89°42'13" East along the North line of said Northeast Quarter, 1155.69'; thence South 00°17'47" East, 308.79' to a point on a curve and the South line of Watertown Plank Road, also being the North line of grantor's property; thence South 61°56'20" West, 68.10' to the **Point of Beginning (P.O.B.)**; thence **South 04°50'57" West, 371.55'**; thence **South 13°59'34" East, 375.34'**; thence **South 20°22'40" East, 227.94'** to the East right of way line of USH 45; thence **North 32°10'39" West** along said East right of way line, **197.53'**; thence **North 24°49'17" West, 112.90'** to the point of curvature; thence **Northwesterly 168.83'** along the arc of said curve to the right, whose **radius is 1430.00'** and whose chord bears **North 13°07'19" West, 168.73'**; thence **North 06°26'00" West, 65.64'**; thence **North 02°07'55" West, 321.40'**; thence **North 13°26'48" East, 105.58'**; thence **North 61°56'20" East, 53.19'** to the **Point of Beginning**. Containing **42,087 square feet (0.966 acres)** more or less and subject to restrictions, reservation, rights of way and easements of record.

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY</p>	Drawn : MJP	
		Date: 11/25/2013	
		Scale: N.A.	
		PROJECT NUMBER 11-4969	
REVISIONS		SHEET NUMBER 2 OF 2	

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\11C4969 Exhibit 380-9999-003.dwg

Document Number

TEMPORARY LIMITED EASEMENT

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

The undersigned GRANTOR, **MILWAUKEE COUNTY, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin**, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby give, grant, and convey unto **American Transmission Company LLC, a Wisconsin limited liability company and ATC Management Inc., a Wisconsin corporation (hereinafter jointly referred to as GRANTEE)**, its successors and assigns, subject to the limitations and reservations herein stated, a temporary limited easement upon, over and across lands, being a part of the premises of the GRANTOR in the Northeast ¼ of the Northeast ¼ of Section 30, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, hereinafter referred to as Grantor's Premises.

Record this document with the Register of Deeds

GRANTOR does hereby grant to GRANTEE a temporary limited easement upon, over and across a strip of land 30 feet in width and 50 feet in length, within Grantor's Premises, the legal description and location of which is as described and shown on the attached Exhibit "B," is made part of this document, and is hereinafter referred to as the Temporary Limited Easement.

Name and Return Address:

American Transmission Company LLC
Attn: Real Estate Department
PO Box 47
Waukesha WI 53187-0047

The Temporary Limited Easement is 1,500 square feet and shall be used for a turn-around area for large vehicles and equipment during the initial construction of an electric transmission line (Western Milwaukee County Electric Reliability Project).

Parcel Identification Number(s)
378-9996-00

The Temporary Limited Easement grant is further subject to the following terms and conditions:

- 1) GRANTEE may enter and drive large vehicles and equipment upon the Temporary Limited Easement for the purposes of exercising the rights conferred by this Temporary Limited Easement.
- 2) It is understood by both GRANTOR and GRANTEE that GRANTEE will drive over, down and through existing vegetation in the Temporary Limited Easement. GRANTEE shall pay a reasonable sum for all damages to the Temporary Limited Easement caused by GRANTEE's use of the Temporary Limited Easement; however, the parties agree that the driving over, down and through any vegetation under the terms of this Temporary Limited Easement, which may cause that vegetation to be altered, weakened or perish, is not considered damage which GRANTEE shall be responsible for. Notwithstanding the foregoing, any disturbance or damage to the turf in the Temporary Limited Easement caused by GRANTEE's use of the Temporary Limited Easement, shall be restored by GRANTEE to a condition as good as or better than the condition that existed before the easement was approved.
- 3) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.
- 4) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of the release of any Hazardous Materials brought onto and introduced on, in, or under the Temporary Limited Easement by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 3, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Temporary Limited Easement that are discovered or disturbed by GRANTEE

or its agents during its use of the Temporary Limited Easement, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

5) This Temporary Limited Easement shall terminate upon the energization of the Western Milwaukee County Electric Reliability Project transmission line, or on August 1, 2015, whichever is later.

6) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean GRANTEE.

7) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this _____ day of _____, 2014.

By _____ (Seal)
Signature

Printed Name: _____

Title: _____

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 2014, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

EXHIBIT A

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.

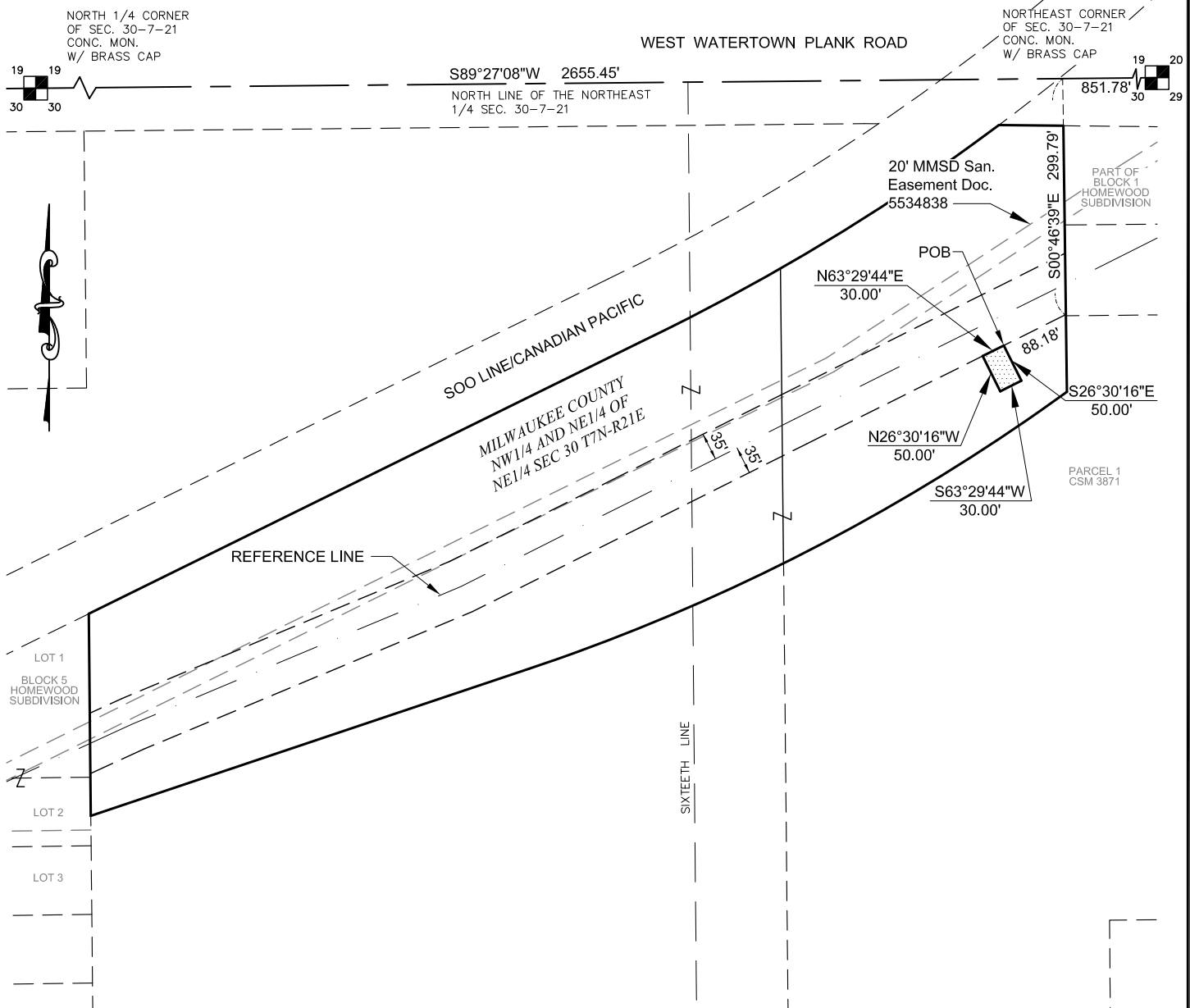
Witness: _____ Grantor: _____

This instrument drafted by Kim Stratton on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047.

TEMPORARY LIMITED EASEMENT MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-9996-00



LEGEND	
	TEMPORARY LIMITED EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

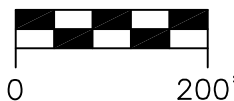
MAP KEY	
	ATC TEMPORARY LIMITED EASEMENT = 1,500 sq. ft. (0.034 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



SCALE IN FEET



REVISIONS

Drawn :	MJP
Date:	03-13-2014
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

TEMPORARY CONSTRUCTION EASEMENT MAP

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232
TAX KEY NUMBER: 378-9996-00

A 50 by 30 foot temporary construction easement which crosses a part of the grantor's premises, located in the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the East property line of the grantor extended also being the West line of Block 1 in Homewood Subdivision; thence South 00°46'39" East along said East line extended, 299.79'; thence South 63°29'44" West, 88.18' to the **Point of Beginning (POB)**; thence **South 26°30'16" East, 50.00'**; thence **South 63°29'44" West, 30.00'**; thence **North 26°30'16" West, 50.0'**; thence **North 63°29'44" East, 30.00'** to the **Point of Beginning**. Containing **1,500 square feet (0.034 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\MilwCnty378-9996-00\Turnaround Exhibit_MilwCnty_378-9996-00.dwg

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



REVISIONS

Drawn :	MJP
Date:	02-24-2014
Scale:	NA
PROJECT NUMBER	11-4969
SHEET NUMBER	2 OF 2

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

Date: May 23, 2014

To: Supervisor Michael Mayo, Chairman, Transportation, Public Works & Transit Committee

From: Greg High, Director, AE&ES Section, DAS-FM Division

Subject: 2014-2016 Budget Years Management Strategy Regarding the Consolidated Facilities Plan (CFP)
For Information Only

BACKGROUND

The TPW/T Committee referral from the 1/22/14 committee meeting requested a policy directive resolution from DAS regarding the Consolidated Facilities Plan (CFP) that reflects a specific time period in which an initial policy decision will be made and also reflects the broader plan to allow time for the County Board to begin budget and strategic planning. This report responds to this referral.

In April 2013 C.B. Richard Ellis (CBRE) completed a comprehensive review of Milwaukee County's core facilities and presented a series of recommendations to the Transportation, Public Works & Transit Committee that CBRE believes, if implemented, would result in significant efficiencies being realized by Milwaukee County. The County would reduce its overall costs and better serve the needs of departments, employees and customers.

These recommendations are:

1. Sell assets to reduce the footprint of occupied space
2. Consolidate all real estate functions under on County "Landlord"
3. Improve occupied space and optimize utilization
4. Develop systems and invest in training and tools
5. Reallocate available savings from real estate back into the portfolio

The Department of Administration has subsequently formed a working team to begin implementation of a Consolidated Facilities Plan (CFP) based on CBRE's recommendations.

In the January 2014 County Board committee cycle, DAS presented to the TPW/T Committee the results of a second CBRE report titled CFP – Strategies for Marcia P. Coggs Human Services Center and City Campus. This Phase 1 of implementation was titled "City Campus Go/No Go?"

The summary of conclusions in that report is:

1. The existing City Campus building complex is not a viable alternative for long-term occupancy.
2. The existing Marcia Coggs building may be an alternative for long-term occupancy.
3. A new building for County administrative staff is best economically.

In the March 2014 County Board committee cycle, DAS-FM presented to the TPW/T Committee the 1st of regular status reports to be submitted to the County Board on a quarterly basis. This report focused on the scope and schedule of implementing Phase 2 that devises County strategies for utilizing the Marcia P. Coggs Human Services Center and for disposing of the City Campus facility.

The 2014 adopted operating budget authorized DAS to retain CBRE to continue its work on the CFP. CBRE has now been retained to implement the next phase, Phase 2 of implementation titled “If Not City Campus, Then Where?”.

The summary of scope of work for this phase is as follows:

Detailed Space Program & Relocation Strategy – City Campus (CC)

- Confirm new office space standards based on the original CFP report
- Program space for current City Campus business units
- Align City Campus detailed space plan with County Master Space Plan (Milwaukee County Courthouse Space Needs Study, July 2002, by Plunkett/Raysich & Milwaukee County Space Allocation and Analysis, September 2009, by Continuum Architects)
- Identify quick fit solutions (i.e. business units that can relocate to final location based on a County Master Space Plan)
- Develop short term flex space plan to bridge “today” and the County Master Space Plan
- Provide test fit floor plans for each business unit (Quick Fit & Flex Space)

County Master Space Plan

- Milwaukee County must identify business units to be included in a Master Space Plan
- Conduct detailed senior level business unit review regarding work process and adjacency
- Identify Strategic business hubs and projected space requirements at macro level
- Prioritize strategic business hub implementation plan.
- Align Master Space Plan with CFP Strategies

Real Estate Support

- Transaction support for current State negotiations for the Marcia Coggs Center
- Transactional support for the disposal of City Campus

In November 2014, DAS-FM anticipates commencement of Phase 3 of implementation titled “Countywide Strategy (2014-2016)” which is outlined below. The basic summary of scope and schedule of work for this 3rd phase is as follows:

1. Vacation of County staff from City Campus into transitional or permanent space by 12/31/14
2. Final agreement with the State related to the utilization of the Marcia Coggs Center by 12/31/14.
3. Finalization of an updated County Master Space Plan by June 30, 2015
4. A plan for Disposition of City Campus property as part of the 2015-16 budget
5. A comprehensive plan for the County Grounds as part of the 2015-2016 budget, including strategies for examining the Behavioral Health Division Complex facility needs and options as relocation of clients to the community continues, utilization or disposition of the Vel Phillips Juvenile Justice Center and the utilization or disposition of Research Park Incubator Building


6. A Courthouse Complex Plan including strategies for utilizing or vacating the Safety Building, Community Correction Center, Office of Medical Examiner and the County owned property at 6th and State Street as part of the 2015-16 budget
7. Continue County-wide facility and facility management consolidation as part of the 2015-16 Budget

These dates are preliminary based on the information to date and as planning continues and new information is gathered, timelines may change.

The Director of the Department of Administrative Services respectfully recommends that the County Board accept and place on file this report on the 2014-2016 Budget Years Management Strategy Regarding the Consolidated Facilities Plan (CFP) that reflects a specific time period in which an initial policy decision will be made and also reflects the broader plan to allow time for the County Board to begin budget and strategic planning.

Prepared by: Greg High, Project Manager, AE&ES, DAS-FM

Approved By:



Gregory G. High, P.E., Director
AE&ES Section, DAS-FM Division
Department of Administrative Services

Cc: Chris Abele, County Executive
Raisa Koltun, Interim Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Josh Fudge, Fiscal & Budget Director, DAS
Vince Masterson, Fiscal & Strategic Asset Coordinator, DAS
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: May 19, 2014

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors
Michael Mayo, Sr., Chairman, Transportation Public Works
& Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Jurisdictional Transfer of Highway Ownership for W. St. Martins Rd. (CTH MM)
from S. North Cape Rd. to State Trunk highway 100 to the City of Franklin

POLICY

County Board approval is required for the Director of the Department of Transportation (DOT) to execute a Jurisdictional Transfer Agreement with the City of Franklin for County Trunk Highway (CTH) MM. The County has authority to make changes to the CTH System by Section 83.025 Wis. Stats.

BACKGROUND

The County has jurisdiction over W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to State Trunk highway 100.

Transfer of ownership to the City of Franklin for future maintenance and upkeep of this County Trunk Highway is viewed as a benefit to the public, the City of Franklin and Milwaukee County. The road functions more as a local street than a county highway. A Jurisdictional Transfer Agreement is required to execute this ownership transfer. A copy of the Jurisdictional Transfer is attached to the resolution and has been reviewed and approved by the County's Corporation Counsel and the City of Franklin.

The City of Franklin has requested the roadway be improved prior to the transfer. The condition of the rural cross section roadway is in need of improvement. Improvement of the roadway is included in the capital improvements budget for design in 2014 and the requested capital improvements budget for construction in 2015. The budget for the roadway includes the use County Highway Improvement Program funds for this project that will require the inclusion of pedestrian and bicycle accommodations.

The jurisdictional transfer of CTH MM conforms to, is consistent with and serves to implement recommendations contained within the Southeast Regional Transportation System Plan under the County Jurisdictional Highway System Plan.

Supervisor Marina Dimitrijevic
Supervisor Michael Mayo
Page 2

May 19, 2014

The jurisdictional transfer of CTH MM requires approval from the State of Wisconsin Department of Transportation which will be requested.

RECOMMENDATION

The Director of DOT requests the necessary approvals to execute the attached Jurisdictional Transfer Agreement with the City of Franklin for CTH MM.

.

Prepared by: Clark Wantoch, Director of Highway Operations.

Approved by:

Brian Dranzik, Director
Department of Transportation

BD:CAW:

cc: Chris Abele, County Executive
Raisa Koltun, Interim Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Scott Manske, Comptroller
James Martin, Director of Administration, DOT
Clark Wantoch, Director of Highway Operations, DOT

1 (ITEM) From the Director of the Department of Transportation (DOT), requesting
2 authorization to execute a Jurisdictional Transfer Agreement to transfer Highway
3 Ownership for W. St. Martins Rd. (County Trunk Highway (CTH) MM) to the City of
4 Franklin (City) by recommending adoption of the following resolution:
5
6

7 **A RESOLUTION**
8
9

10 **WHEREAS**, the authority to make changes to the County Trunk Highway (CTH)
11 System is granted to the County by Section 83.025 Wis. Stats.; and
12

13 **WHEREAS**, the County has jurisdiction over CTH MM from S. North Cape Rd. to
14 State Trunk highway 100; and
15

16 **WHEREAS**, transfer of ownership to the City of Franklin for future maintenance
17 and upkeep of the County Trunk Highway is viewed as a benefit to the public, the City of
18 Franklin and Milwaukee County as the roadway functions more like a local street than a
19 County Trunk Highway; and
20

21 **WHEREAS**, a Jurisdictional Transfer Agreement is required to execute an
22 ownership transfer; and
23

24 **WHEREAS**, a Jurisdictional Transfer Agreement (copy attached) has been
25 reviewed by the county's corporation counsel and the City of Franklin; and
26

27 **WHEREAS**, improvements for the roadway is included for design in 2014 and
28 construction in the 2015 requested capital improvements budget; and
29

30 **WHEREAS**, the jurisdictional transfer conforms to, is consistent with and serves
31 to implement the recommendations contained within the Southeast Regional
32 Transportation System Plan under the County Jurisdictional Highway System Plan; and
33

34 **WHEREAS**, the jurisdictional transfer requires approval from the State
35 Department of Transportation which will be requested; now therefore;
36

37 **BE IT RESOLVED**, that the Director of DOT is hereby authorized to execute a
38 Jurisdictional Transfer Agreement to transfer highway ownership for CTH MM from S.
39 North Cape Rd. to State Trunk highway 100 from Milwaukee County to the City of
40 Franklin.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 19, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Jurisdictional Transfer Agreement CTH MM (St. Martins Rd.)

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact ☐ Increase Capital Expenditures
- ☐ Existing Staff Time Required ☐ Decrease Capital Expenditures
- ☐ Increase Operating Expenditures
(If checked, check one of two boxes below) ☐ Increase Capital Revenues
- ☐ Absorbed Within Agency's Budget ☐ Decrease Capital Revenues
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures ☐ Use of contingent funds
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution is for the Jurisdictional Transfer only. There is no cost associated with the transfer itself. The 2014 budget approved \$346,300 for design, the 2015 budget will request \$900,000 to build phase one of the project and the 2016 budget will request \$2,100,000 to complete the project.

Department/Prepared By MCDOT / Clark Wantoch, Director of Highway Operations

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☐ No ☒ Not Required

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**JURISDICTIONAL TRANSFER AGREEMENT
BETWEEN
MILWAUKEE COUNTY
AND
CITY OF FRANKLIN**

This JURISDICTIONAL TRANSFER AGREEMENT (the "Agreement"), is made and entered into effective this ____ day of _____, 2014, by and between MILWAUKEE COUNTY (the "County") and the CITY OF FRANKLIN (the "City").

WITNESSETH:

WHEREAS, the authority to make changes to the County Trunk Highway System is granted to the County by Section 83.025 Wis. Stats.; and

WHEREAS, the County has jurisdiction over County Trunk Highway CTH MM, S. St. Martins Rd. from S. North Cape Rd. to State Trunk highway 100; and

WHEREAS, the County has requested of the City a jurisdictional transfer of the County Trunk Highway above-referenced and the County agrees that such transfer would be of benefit to the public; and

WHEREAS, The jurisdictional transfer conforms to, is consistent with and serves to implement the recommendations contained within the Southeast Regional Transportation System Plan under the County Jurisdictional Highway System Plan; and

WHEREAS, the State Department of Transportation has reviewed the jurisdictional transfer and has approved it by letter attached.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

1. The County agrees, upon approval of this Agreement, and approval by the Milwaukee County Board of Supervisors of an appropriate resolution, to transfer jurisdiction of CTH MM, S. St. Martins Rd. from S. North Cape Rd. to State Trunk highway 100.
2. The City agrees, upon approval of this Agreement, and approval by the City Common Council of an appropriate resolution, to accept transfer of jurisdiction of the County Trunk Highway above-referenced.
3. The City agrees that upon acceptance it will assume all costs related to the maintenance of said roadway including, but not limited to, driving surface, shoulders, stormwater,

snow and ice control, traffic engineering (signs, signals, pavement markings) and structures (bridges and culverts), if any.

4. The City agrees that upon acceptance it will assume responsibility for all permits for work within the roadway right-of-way including driveway and utilities.
5. The County agrees to indemnify and hold the City harmless from any and all claims that may arise out of the County's ownership, operation and maintenance of those portions of CTH MM above-referenced for the period of time prior to the transfer.
6. The County and the City understand, acknowledge and agree that as a condition of this Agreement the County will fund a project to improve CTH MM above-referenced as mutually agreed on by both the County and the City.
7. The City agrees that upon completion of the improvements contemplated above, the City shall accept transfer of jurisdiction by resolution of its governing body.
8. The City agrees that as the recipient agency, it will notify the Southeastern Regional Planning Commission, the State Department of Transportation and the property owners along the roadway that a transfer of jurisdiction has occurred and informing the property owners which City officials or departments to contact for issues related to roadway maintenance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

CITY OF FRANKLIN

MILWAUKEE COUNTY

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

Approved as to form and independent status

By: _____ Date: _____
City Engineer

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
City Attorney

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: May 14, 2014

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works, & Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: INFORMATIONAL REPORT: Summary of Fund Transfers for Consideration at the June 2014 Meeting of the Committee on Finance, Personnel and Audit

<u>Description:</u>	<u>Amount:</u>
1. DOT – Airport	\$120,000

The Director of the Milwaukee County Department of Transportation (MCDOT)—Airport Division is requesting approval of an appropriation transfer to demolish a building located at 4900 S. Howell Avenue at General Mitchell International Airport. The property is over 60 years old and was originally occupied by Jeff’s Fast Freight and most recently occupied by Frontier Airlines as a flight kitchen until the end of their lease on October 18, 2012. The building has been uninhabited since that time, during which it has suffered severe damage from fire sprinkler system pipes that froze and burst.

In November 2013, the City of Milwaukee Department of Neighborhood Services cited the Airport for violation of City Code with regard to the broken fire sprinkler system. Airport staff investigated making the necessary repairs to bring the building back into code compliance and determined the costs to be excessive. Razing the building will prevent needing to invest money to bring it into code compliance and up to a marketable condition along with the projected annual maintenance costs. It is anticipated the recommended demolition of the facility would be bid and have taken place by November 2014.

Approval of this requested appropriation transfer will have no property tax levy impact.

Description:

Amount:

2. DOT – Airport

\$222,000

The Director of the Milwaukee County Department of Transportation (MCDOT)—Airport Division is requesting approval of an appropriation transfer to complete a study of GMIA Terminal Expansion and Central Checkpoint Feasibility.

GMIA has long contemplated the costs and benefits of consolidating its current individual security checkpoints serving each of the three concourses (C, D & E) into one central checkpoint in the terminal mall area of the airport. GMIA is evaluating a concept plan to expand the terminal mall, including addition of a central passenger security checkpoint to provide for larger post security concession development accessible to all three concourses. GMIA desires to understand the feasibility, costs, and value of this potential expansion plan.

The study is to include analysis to determine the capacity required for the central checkpoint to handle, at a minimum, the throughput needed for a full utilization of all three concourses. Additionally this study will include a conceptual evaluation of the potential alteration and relocation of international gate operations at GMIA including Customs and Border Protection facilities and potential for incorporation in an expanded terminal.

Approval of this requested appropriation transfer will have no property tax levy impact.

**INSTRUCTIONS: REFER TO MILW. COUNTY
ADMINISTRATIVE MANUAL SECTION 4.05 FOR
INSTRUCTIONS ON PREPARING THIS FORM.**

MILWAUKEE COUNTY

DEPARTMENT NAME

2014

1300

General Mitchell International Airport

EXPLANATION

Brian Dranzik, Director
Department of Transportation

Terry Blue, Interim Airport Director

A c t i o n		Dept. of Administration	County Executive	Finance Committee	County Board
	DATE				
	APPROVE				
	DISAPPROVE				
	MODIFY				

INSTRUCTIONS: REFER TO MILW. COUNTY
ADMINISTRATIVE MANUAL SECTION 4.05 FOR
INSTRUCTIONS ON PREPARING THIS FORM.

General Mitchell International Airport

Were Appropriations Requested Below Denied For The Current Budget?

Yes

No

	X
--	---

							TO TOTALS (Credit)		\$	120,000.00	\$	-
FROM (Debit)		0076	504	5041	4707							
								Contribution from Reserves (ADF)	\$	120,000.00		
FROM TOTALS (Debit)									\$	120,000.00	\$	-

EXPLANATION

Approval of this requested appropriation transfer will have no impact on the fiscal tax levy of Milwaukee County.


Terry Blue, Interim Airport Director

IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL PAGES

A c t i o n		Dept. of Administration	County Executive	Finance Committee	County Board
	DATE				
	APPROVE				
	DISAPPROVE				
	MODIFY				